

1 Andrew H. Wilson, SBN 063209
2 WILSON, RYAN & CAMPILONGO
3 115 Sansome Street
4 Fourth Floor
5 San Francisco, California 94104
6 (415) 391-3900
7 Telefax: (415) 954-0938

8 Laurie J. Bartilson, SBN 139220
9 MOXON & BARTILSON
10 6255 Sunset Boulevard, Suite 2000
11 Hollywood, CA 90028
12 (213) 960-1936
13 Telefax: (213) 953-3351

14 Attorneys for Plaintiff
15 CHURCH OF SCIENTOLOGY
16 INTERNATIONAL

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF MARIN

19 CHURCH OF SCIENTOLOGY
20 INTERNATIONAL, a California not-
21 for-profit religious corporation,

22 Plaintiff,

23 vs.

24 GERALD ARMSTRONG; DOES 1 through
25 25, inclusive,

26 Defendants.

27) CASE NO. BC 157680
28)
29) [CONSOLIDATED]
30)
31) EVIDENCE IN SUPPORT OF
32) PLAINTIFF'S MOTION FOR
33) TERMINATING OR EVIDENTIARY
34) SANCTIONS AGAINST DEFENDANT
35) GERALD ARMSTRONG
36)
37) [C.C.P. §2023(b)(3),(4)]
38)
39) DATE: April 28, 1995
40) TIME: 9:00 a.m.
41) DEPT: 1
42)
43)
44) TRIAL DATE: May 18, 1995
45)

INDEX TO EXHIBITS

EXHIBIT 1: Declaration of Laurie J. Bartilson.

EXHIBIT 1(A): Letter from Gerald Armstrong to Laurie J. Bartilson and Andrew H. Wilson, dated March 21, 1995;

EXHIBIT 1(B): Plaintiff's Notice of Taking Deposition and Request for Production of Documents, dated March 5, 1992 in Church of Scientology International v. Gerald Armstrong, Marin County Superior Court, Case No. 152229;

EXHIBIT 1(C): Notice of Deposition of Martin Samuels, dated March 6, 1992 in Church of Scientology International v. Gerald Armstrong, Marin County Superior Court, Case No. 152229;

EXHIBIT 1(D): Letter from Ford Greene to Andrew H. Wilson, dated March 9, 1992;

EXHIBIT 1(E): Two letters from Andrew H. Wilson to Ford Greene, dated March 13, 1992 and March 17, 1992;

EXHIBIT 1(F): Plaintiff's Notice of Taking Deposition and Request for Production of Documents, dated March 23, 1992 in Church of Scientology International v. Gerald Armstrong, Marin County Superior Court, Case No. 152229;

EXHIBIT 1(G): Letter from Ford Greene to Andrew H. Wilson, dated April 1, 1992;

EXHIBIT 1(H): Amended Notice of Taking the Deposition of Defendant Gerald Armstrong, dated April 16, 1992 in Church of Scientology International v. Gerald Armstrong, Los Angeles County Superior Court, Case No. BC 052395.

EXHIBIT 1(I): Notice of Objections to Deposition of Gerald Armstrong, dated May 5, 1992 in Church of Scientology

1 International v. Gerald Armstrong, Los Angeles County
2 Superior Court, Case No. BC 052395;

3 **EXHIBIT 1(J):** Letter from Andrew Wilson to Ford Greene,
4 dated May 6, 1992;

5 **EXHIBIT 1(K):** Amended Notice of Taking the Deposition of
6 Defendant Gerald Armstrong, dated June 2, 1992 in Church of
7 Scientology International v. Gerald Armstrong, Los Angeles
8 County Superior Court, Case No. BC 052395;

9 **EXHIBIT 1(L):** Two letters from Gerald Armstrong to Andrew
10 H. Wilson, dated June 12, 1992 and June 20, 1992;

11 **EXHIBIT 1(M):** Excerpt from the deposition of Gerald
12 Armstrong, Volume I, June 24, 1992 pgs 174-178, taken in
13 Church of Scientology International v. Gerald Armstrong et
14 al., Los Angeles County Superior Court, Case No. BC 052395.

15 **EXHIBIT 1(N):** Letter from Andrew H. Wilson to Ford Greene,
16 dated June 30, 1992;

17 **EXHIBIT 1(O):** Letter from Andrew H. Wilson to Ford Greene,
18 dated July 6, 1992;

19 **EXHIBIT 1(P):** Letter from Laurie J. Bartilson to Ford
20 Greene, dated August 2, 1992;

21 **EXHIBIT 1(Q):** Excerpt from the deposition of Gerald
22 Armstrong, Volume II, July 22, 1992 pg 183, 265-266, taken
23 in Church of Scientology International v. Gerald Armstrong
24 et al., Los Angeles County Superior Court, Case No. BC
25 052395;

26 **EXHIBIT 1(R):** Separate Statement of Deposition Questions
27 and Requests for Inspection of Documents to be Compelled,
28 filed January 7, 1993 in Church of Scientology International

1 v. Gerald Armstrong et al., Los Angeles County Superior
2 Court, Case No. BC 052395;

3 **EXHIBIT 1(S):** Notice of Motion and Motion to Compel Answers
4 to Deposition Questions and the Production of Documents
5 Pursuant to Notice of Deposition; Memorandum of Points and
6 Authorities, Declaration of Laurie J. Bartilson in Support
7 Thereof, filed January 6, 1993 in Church of Scientology
8 International v. Gerald Armstrong et al., Los Angeles County
9 Superior Court, Case No. BC 052395;

10 **EXHIBIT 1(T):** Letter from Ford Greene to Laurie J.
11 Bartilson, dated February 9, 1993;

12 **EXHIBIT 1(U):** Reporter's Transcript of Proceedings for
13 Friday, February 19, 1993 in Church of Scientology
14 International v. Gerald Armstrong et al., Los Angeles County
15 Superior Court, Case No. BC 052395;

16 **EXHIBIT 1(V):** Excerpt from the deposition of Gerald
17 Armstrong, Volume V, March 10, 1993 pgs 567-571, 575-578,
18 582-589 and 624 taken in Church of Scientology International
19 v. Gerald Armstrong et al., Los Angeles County Superior
20 Court, Case No. BC 052395;

21 **EXHIBIT 1(W):** Amended Notice of Continued Deposition of
22 Defendant Gerald Armstrong, dated July 21, 1994 in Church of
23 Scientology International v. Gerald Armstrong et al., Los
24 Angeles County Superior Court, Case No. BC 052395;

25 **EXHIBIT 1(X):** Plaintiff Church of Scientology
26 International's Motion to Compel Defendant Gerald Armstrong
27 to Answer Deposition Questions, and for Sanctions, filed

28 **EXHIBIT 1(Y):** Notice of Taking of Deposition of Defendant

1 Gerald Armstrong, dated February 24, 1995 in Church of
2 Scientology International v. Gerald Armstrong, et al.,
3 [Consolidated], Marin County Superior Court, Case No.
4 157680;

5 **EXHIBIT 1(Z):** Reporter's Transcript of Proceedings for
6 March 22, 1995 in Church of Scientology International v.
7 Gerald Armstrong, et al., [Consolidated], Marin County
8 Superior Court, Case No. 157680;

9 **EXHIBIT 1(AA):** Note from Margaret T. Singer, Ph.D., dated 22
10 March 95;

11 **EXHIBIT 1(BB):** Notice of Deposition of Margaret Singer,
12 dated March 24, 1995, in Church of Scientology International
13 v. Gerald Armstrong, et al., [Consolidated], Marin County
14 Superior Court, Case No. 157680;

15 **EXHIBIT 1(CC):** Letter from Ford Greene to Laurie J.
16 Bartilson, dated June 10, 1992; Letter from Gerald Armstrong
17 to Andrew H. Wilson, dated June 12, 1992; Letter from Gerald
18 Armstrong to Andrew H. Wilson, dated June 17, 1992; Letter
19 from Gerald Armstrong to Andrew H. Wilson, dated June 19,
20 1992; Letter from Gerald Armstrong to Andrew H. Wilson,
21 dated June 20, 1992; Defendant Armstrong's Objections to
22 Amended Notice of Taking Deposition of Gerald Armstrong,
23 dated June 22, 1992; Response to Subpoena Duces Tecum by The
24 Gerald Armstrong Corporation, dated June 22, 1992; Letter
25 from Andrew H. Wilson to Gerald Armstrong and Ford Greene,
26 dated June 23, 1992; and Defendant's Objections to
27 Plaintiff's First Request for Production of Documents;
28 **EXHIBIT 1(DD):** Letter from Ford Greene to Gerald Armstrong,

1 dated September 12, 1994; Letter from Laurie J. Bartilson to
2 Ford Greene, dated November 9, 1994; and Letter from Laurie
3 J. Bartilson to Ford Greene, dated December 2, 1994;

4 **EXHIBIT 1(EE):** Letter from Laurie J. Bartilson to Ford
5 Greene, dated August 22, 1994 and proposed stipulation;
6 Letter from Laurie J. Bartilson to Ford Greene, dated
7 September 19, 1994; Letter from Ford Greene to Laurie J.
8 Bartilson, dated September 20, 1994; Letter from Laurie J.
9 Bartilson to Ford Greene, dated September 21, 1994; Letter
10 from Ford Greene to Laurie J. Bartilson, dated November 8,
11 1994; Letter from Laurie J. Bartilson to Ford Greene, dated
12 November 9, 1994; Letter from Laurie J. Bartilson to Ford
13 Greene, dated November 16, 1994; Letter from Ford Greene to
14 Laurie J. Bartilson, dated November 18, 1994; Letter from
15 Laurie J. Bartilson to Ford Greene, dated December 2, 1994;
16 Letter from Laurie J. Bartilson to Ford Greene, dated
17 January 6, 1995; Notice of Objection to Deposition and
18 Production of Documents by Third-Party Witness, Lawrence
19 Wollersheim, dated March 10, 1995; Letter from Laurie J.
20 Bartilson to Gerald Armstrong and Ford Greene, dated March
21 10, 1995 and Letter from Laurie J. Bartilson to Ford Greene,
22 dated March 24, 1995;

23 **EXHIBIT 1(FF):** Declaration of Gerald Armstrong in Opposition
24 to Scientology's Motion for Preliminary Injunction; filed
25 March 16, 1992 in Church of Scientology International v.
26 Gerald Armstrong, Marin County Superior Court, Case No.
27 152229; Notice of Taking the Deposition of Michael J. Flynn,
28 dated May 1, 1992; Notice of Objections to Deposition of

1 Michael J. Flynn, dated May 7, 1992; Letter from Laurie J.
2 Bartilson to Paul Morantz and Ford Greene, dated May 8,
3 1992; Defendant's Opposition to Ex Parte Application Re:
4 Deposition of Michael Flynn; Declaration of Ford Greene;
5 Request for Monetary Sanctions, filed May 14, 1992 in Church
6 of Scientology International v. Gerald Armstrong et al., Los
7 Angeles County Superior Court, Case No. BC 052395; and
8 Notice of Motion and Motion to Quash Deposition Subpoena for
9 Michael J. Flynn; Declaration of Counsel; Memorandum of
10 Points and Authorities in Support Thereof, filed May 11,
11 1992 in Church of Scientology International v. Gerald
12 Armstrong et al., Los Angeles County Superior Court, Case
13 No. BC 052395;

14 **EXHIBIT 1(GG):** Notice of Motion and Motion to Compel
15 Production of Documents from Defendant Gerald Armstrong,
16 Memorandum of Points and Authorities in Support, filed
17 November 24, 1993 in Church of Scientology International v.
18 Gerald Armstrong, et al., Marin County Superior Court, Case
19 No. 157680; Notice of Motion and Motion to Compel Production
20 of Documents From Defendant The Gerald Armstrong
21 Corporation; Memorandum of Points and Authorities in
22 Support, filed November 30, 1993 in Church of Scientology
23 International v. Gerald Armstrong, et al., Marin County
24 Superior Court, Case No. 157680; Notice of Motion and
25 Motion to Compel Production of documents from Defendants
26 Gerald Armstrong and Michael Walton; Memorandum of Points
27 and Authorities in Support, filed November 30, 1993 in
28 Church of Scientology International v. Gerald Armstrong, et

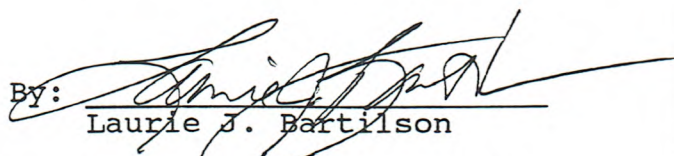
1 al., Marin County Superior Court, Case No. 157680;
2 **EXHIBIT 1(HH):** Report and Recommendations of Discovery
3 Referee with Proposed Order re Plaintiff's Motion for
4 Protective Order re Interrogatories and Order, dated March
5 22, 1995 in Church of Scientology International v. Gerald
6 Armstrong, et al., [Consolidated], Marin County Superior
7 Court, Case No. 157680;
8 **EXHIBIT 1(II):** Minute order by Judge David Horowitz, dated
9 August 16, 1994 in ; Ruling by Judge Gary W. Thomas, dated
10 March 25, 1994 in Church of Scientology International v.
11 Gerald Armstrong, et al., Marin County Superior Court, Case
12 No. 157680; Tentative ruling by Judge Gary W. Thomas, dated
13 June 17, 1994 in Church of Scientology International v.
14 Gerald Armstrong, et al., Marin County Superior Court, Case
15 No. 157680; Tentative ruling by Judge Gary W. Thomas, dated
16 September 9, 1994 in Church of Scientology International v.
17 Gerald Armstrong, et al., Marin County Superior Court, Case
18 No. 157680; and Order Concerning Motions for Summary
19 Judgment, filed October 25, 1994 in Church of Scientology
20 International v. Gerald Armstrong, et al., Marin County
21 Superior Court, Case No. 157680.

22 Dated: March 28, 1995

Respectfully submitted,

23 Andrew H. Wilson
24 WILSON, RYAN AND CAMPILONGO

25 MOXON & BARTILSON

26
27 By: 
Laurie J. Bartilson

28 Attorneys for Plaintiff

CHURCH OF SCIENTOLOGY
INTERNATIONAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Andrew H. Wilson, SBN #063209
2 WILSON, RYAN & CAMPILONGO
3 115 Sansome St., 4th Floor
4 San Francisco, California 94104
5 (415) 391-3900
6 Telefax: (415) 954-0938

7 Laurie J. Bartilson, SBN #139220
8 MOXON & BARTILSON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 960-1936
12 Telefax: (213) 953-3351

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY
15 INTERNATIONAL

16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL, a California not-
15 for-profit religious corporation,

16 Plaintiff,

17 vs.

18 GERALD ARMSTRONG, et al.,

19 Defendants.

) CASE NO. 157 680
)
) [CONSOLIDATED]
)
) DECLARATION OF LAURIE J.
) BARTILSON IN SUPPORT OF
) CHURCH OF SCIENTOLOGY
) INTERNATIONAL'S NOTICE OF
) MOTION AND MOTION FOR
) TERMINATING OR EVIDENTIARY
) SANCTIONS AGAINST DEFENDANT
) GERALD ARMSTRONG
)
) [C.C.P. §2023(b)(3),(4)]
)
) DATE: April 28, 1995
) TIME: 9:00 a.m.
) DEPT: 1
)
) TRIAL DATE: May 18, 1995

1 LAURIE J. BARTILSON deposes and says:

2 1. My name is Laurie J. Bartilson and I am one of the
3 attorneys responsible for the representations of the plaintiff in
4 this action. I have personal knowledge of the facts set forth in
5 this Declaration and could competently testify thereto if called
6 as a witness.

7 2. On March 9, 1995, Armstrong appeared for his deposition
8 at Mr. Benz's office. He stated that he had another appointment,
9 and had to leave at 3:30 p.m. Before he left, Armstrong agreed
10 that he would reappear to conclude the deposition on Wednesday,
11 March 22, 1995.

12 3. At the time Armstrong left the deposition on March 9, I
13 had not yet finished asking him the questions which had been the
14 subject of the motion to compel, or reasonable follow-up
15 questions. All of the remaining questions dealt with breaches of
16 the contract that are alleged in the first through twentieth
17 causes of action of plaintiff's complaint.

18 4. On March 21, 1995, I received a telefaxed letter from
19 Armstrong. In the letter, Armstrong claimed that he had been
20 psychologically incapacitated due to a "spiritual condition," and
21 he would not proceed with either his own deposition, set for
22 March 22, 1995, or that of witness Jerry Solfvin, set for March
23 23, 1995. Armstrong offered no alternative dates, but requested
24 that I contact him in a few days "to see if these depositions can
25 be rescheduled."

26 5. I called Armstrong immediately, and told him that I
27 thought his letter was insufficient to excuse him from the
28 properly noticed and long overdue deposition. Armstrong replied

1 that he would not appear because of his "spiritual and
2 psychological incapacitation." I asked Armstrong if his doctor or
3 psychiatrist would attest to Armstrong's claimed
4 "incapacitation." Armstrong replied that he had no treating
5 doctor or psychiatrist, but that he simply felt that his mind was
6 not functioning properly. I asked Armstrong if his memory was
7 impaired, and Armstrong stated that it was not. I reminded
8 Armstrong of the lengthy history of delays connected with his
9 deposition, and stated that I intended to appear in Larkspur the
10 next day for the deposition. Armstrong hung up on me.

11 6. Hearing nothing further from Armstrong, on March 22,
12 1995, I travelled to Larkspur for the deposition. Armstrong did
13 not appear. I called Armstrong from Mr. Benz's office and
14 informed him that all were present and waiting for him. Armstrong
15 lives and works in San Anselmo, just a short distance from Mr.
16 Benz's office. He refused, however, to appear.

17 7. The Referee, Mr. Benz, found on the record that
18 Armstrong's letter was insufficient justification for his failure
19 to appear. He also ordered that the deposition of the witness,
20 Jerry Solfvin, proceed as noticed the next day, March 23. I
21 called Armstrong, and gave him notice of these rulings.

22 8. Armstrong appeared the next day at Mr. Solfvin's
23 deposition. I observed him greet Mr. Solfvin enthusiastically,
24 and then become morose as soon as the Referee entered the room.

25 9. During the deposition, Armstrong alternately took
26 notes, and looked bored. When I finished questioning Mr. Solfvin,
27 Armstrong, in pro per, promptly cross-examined Mr. Solfvin. His
28 cross-examination was appropriate, thoughtful, and not marked by

1 any emotional outbursts or other indicia of psychological
2 malaise. Thereafter, I attempted to talk to Armstrong, and
3 obtain his agreement to either complete Armstrong's deposition
4 immediately, as all were present, or to set a future date.
5 Armstrong refused to speak with me. He jumped up, threw on his
6 jacket, and ran out of the room.

7 10. Before leaving the room, Armstrong handed me a copy of
8 a letter from Margaret Singer, who is known to me to be a
9 psychologist who has specialized in testifying against new
10 religious groups. In her letter, dated March 22, 1995, Singer
11 stated that she had "evaluated" Armstrong over a period of weeks,
12 and concluded that in her "professional opinion" he was
13 undergoing a "psychological crisis," and should not be deposed.
14 On Monday, March 27, 1995, I called Ms. Singer, who confirmed
15 that she had written the letter. She said that she had seen Mr.
16 Armstrong only once, on March 22, and written the letter at his
17 request. Ms. Singer stated that she based her opinion on the
18 fact that, "everything was going wrong in his life." Ms.
19 Singer's deposition has been set for April 10, 1995.

20 11. Attached hereto and incorporated herein are true and
21 correct copies of documents submitted as exhibits in support of
22 Plaintiff's Notice of Motion and Motion for Terminating or
23 Evidentiary Sanctions Against Defendant Gerald Armstrong, as
24 follows:

25 **EXHIBIT A:** Letter from Gerald Armstrong to Laurie J.
26 Bartilson and Andrew H. Wilson, dated March 21, 1995;

27 **EXHIBIT B:** Plaintiff's Notice of Taking Deposition and
28 Request for Production of Documents, dated March 5, 1992 in

1 Church of Scientology International v. Gerald Armstrong,
2 Marin County Superior Court, Case No. 152229;

3 **EXHIBIT C:** Notice of Deposition of Martin Samuels, dated
4 March 6, 1992 in Church of Scientology International v.
5 Gerald Armstrong, Marin County Superior Court, Case No.
6 152229;

7 **EXHIBIT D:** Letter from Ford Greene to Andrew H. Wilson,
8 dated March 9, 1992;

9 **EXHIBIT E:** Two letters from Andrew H. Wilson to Ford
10 Greene, dated March 13, 1992 and March 17, 1992;

11 **EXHIBIT F:** Plaintiff's Notice of Taking Deposition and
12 Request for Production of Documents, dated March 23, 1992 in
13 Church of Scientology International v. Gerald Armstrong,
14 Marin County Superior Court, Case No. 152229;

15 **EXHIBIT G:** Letter from Ford Greene to Andrew H. Wilson,
16 dated April 1, 1992;

17 **EXHIBIT H:** Amended Notice of Taking the Deposition of
18 Defendant Gerald Armstrong, dated April 16, 1992 in Church
19 of Scientology International v. Gerald Armstrong, Los
20 Angeles County Superior Court, Case No. BC 052395.

21 **EXHIBIT I:** Notice of Objections to Deposition of Gerald
22 Armstrong, dated May 5, 1992 in Church of Scientology
23 International v. Gerald Armstrong, Los Angeles County
24 Superior Court, Case No. BC 052395;

25 **EXHIBIT J:** Letter from Andrew Wilson to Ford Greene,
26 dated May 6, 1992;

27 **EXHIBIT K:** Amended Notice of Taking the Deposition of
28 Defendant Gerald Armstrong, dated June 2, 1992 in Church of

1 Scientology International v. Gerald Armstrong, Los Angeles
2 County Superior Court, Case No. BC 052395;

3 **EXHIBIT L:** Two letters from Gerald Armstrong to Andrew
4 H. Wilson, dated June 12, 1992 and June 20, 1992;

5 **EXHIBIT M:** Excerpt from the deposition of Gerald
6 Armstrong, Volume I, June 24, 1992 pgs 174-178, taken in
7 Church of Scientology International v. Gerald Armstrong et
8 al., Los Angeles County Superior Court, Case No. BC 052395.

9 **EXHIBIT N:** Letter from Andrew H. Wilson to Ford Greene,
10 dated June 30, 1992;

11 **EXHIBIT O:** Letter from Andrew H. Wilson to Ford Greene,
12 dated July 6, 1992;

13 **EXHIBIT P:** Letter from Laurie J. Bartilson to Ford
14 Greene, dated August 2, 1992;

15 **EXHIBIT Q:** Excerpt from the deposition of Gerald
16 Armstrong, Volume II, July 22, 1992 pg 183, taken in Church
17 of Scientology International v. Gerald Armstrong et al., Los
18 Angeles County Superior Court, Case No. BC 052395;

19 **EXHIBIT R:** Separate Statement of Deposition Questions
20 and Requests for Inspection of Documents to be Compelled,
21 filed January 7, 1993 in Church of Scientology International
22 v. Gerald Armstrong et al., Los Angeles County Superior
23 Court, Case No. BC 052395;

24 **EXHIBIT S:** Notice of Motion and Motion to Compel Answers
25 to Deposition Questions and the Production of Documents
26 Pursuant to Notice of Deposition; Memorandum of Points and
27 Authorities, Declaration of Laurie J. Bartilson in Support
28 Thereof, filed January 6, 1993 in Church of Scientology

1 International v. Gerald Armstrong et al., Los Angeles County
2 Superior Court, Case No. BC 052395;

3 **EXHIBIT T:** Letter from Ford Greene to Laurie J.
4 Bartilson, dated February 9, 1993;

5 **EXHIBIT U:** Reporter's Transcript of Proceedings for
6 Friday, February 19, 1993 in Church of Scientology
7 International v. Gerald Armstrong et al., Los Angeles County
8 Superior Court, Case No. BC 052395;

9 **EXHIBIT V:** Excerpt from the deposition of Gerald
10 Armstrong, Volume V, March 10, 1993 pgs 567-571, 575-578,
11 582-589 and 624 taken in Church of Scientology International
12 v. Gerald Armstrong et al., Los Angeles County Superior
13 Court, Case No. BC 052395;

14 **EXHIBIT W:** Amended Notice of Continued Deposition of
15 Defendant Gerald Armstrong, dated July 21, 1994 in Church of
16 Scientology International v. Gerald Armstrong et al., Los
17 Angeles County Superior Court, Case No. BC 052395;

18 **EXHIBIT X:** Plaintiff Church of Scientology
19 International's Motion to Compel Defendant Gerald Armstrong
20 to Answer Deposition Questions, and for Sanctions, filed

21 **EXHIBIT Y:** Notice of Taking of Deposition of Defendant
22 Gerald Armstrong, dated February 24, 1995 in Church of
23 Scientology International v. Gerald Armstrong, et al.,
24 [Consolidated], Marin County Superior Court, Case No.
25 157680;

26 **EXHIBIT Z:** Reporter's Trnscript of Proceedings for March
27 22, 1995, in Church of Scientology International v. Gerald
28 Armstrong, et al., [Consolidated], Marin County superior

1 Court, Case No. 157680;

2 **EXHIBIT AA:** Note from Margaret T. Singer, Ph.D., dated 22
3 March 95;

4 **EXHIBIT BB:** Notice of Deposition of Margaret Singer,
5 dated March 24, 1995, in Church of Scientology International
6 v. Gerald Armstrong, et al., [Consolidated], Marin County
7 Superior Court, Case No. 157680;

8 **EXHIBIT CC:** Letter from Ford Greene to Laurie J.
9 Bartilson, dated June 10, 1992; Letter from Gerald Armstrong
10 to Andrew H. Wilson, dated June 12, 1992; Letter from Gerald
11 Armstrong to Andrew H. Wilson, dated June 17, 1992; Letter
12 from Gerald Armstrong to Andrew H. Wilson, dated June 19,
13 1992; Letter from Gerald Armstrong to Andrew H. Wilson,
14 dated June 20, 1992; Defendant Armstrong's Objections to
15 Amended Notice of Taking Deposition of Gerald Armstrong,
16 dated June 22, 1992; Response to Subpoena Duces Tecum by The
17 Gerald Armstrong Corporation, dated June 22, 1992; Letter
18 from Andrew H. Wilson to Gerald Armstrong and Ford Greene,
19 dated June 23, 1992; and Defendant's Objections to
20 Plaintiff's First Request for Production of Documents;

21 **EXHIBIT DD:** Letter from Ford Greene to Gerald Armstrong,
22 dated September 12, 1994; Letter from Laurie J. Bartilson to
23 Ford Greene, dated November 9, 1994; and Letter from Laurie
24 J. Bartilson to Ford Greene, dated December 2, 1994;

25 **EXHIBIT EE:** Letter from Laurie J. Bartilson to Ford
26 Greene, dated August 22, 1994 and proposed stipulation;
27 Letter from Laurie J. Bartilson to Ford Greene, dated
28 September 19, 1994; Letter from Ford Greene to Laurie J.

1 Bartilson, dated September 20, 1994; Letter from Laurie J.
2 Bartilson to Ford Greene, dated September 21, 1994; Letter
3 from Ford Greene to Laurie J. Bartilson, dated November 8,
4 1994; Letter from Laurie J. Bartilson to Ford Greene, dated
5 November 9, 1994; Letter from Laurie J. Bartilson to Ford
6 Greene, dated November 16, 1994; Letter from Ford Greene to
7 Laurie J. Bartilson, dated November 18, 1994; Letter from
8 Laurie J. Bartilson to Ford Greene, dated December 2, 1994;
9 Letter from Laurie J. Bartilson to Ford Greene, dated
10 January 6, 1995; Notice of Objection to Deposition and
11 Production of Documents by Third-Party Witness, Lawrence
12 Wollersheim, dated March 10, 1995; Letter from Laurie J.
13 Bartilson to Gerald Armstrong and Ford Greene, dated March
14 10, 1995 and Letter from Laurie J. Bartilson to Ford Greene,
15 dated March 24, 1995;

16 **EXHIBIT FF:** Declaration of Gerald Armstrong in Opposition
17 to Scientology's Motion for Preliminary Injunction; filed
18 March 16, 1992 in Church of Scientology International v.
19 Gerald Armstrong, Marin County Superior Court, Case No.
20 152229; Notice of Taking the Deposition of Michael J. Flynn,
21 dated May 1, 1992; Notice of Objections to Deposition of
22 Michael J. Flynn, dated May 7, 1992; Letter from Laurie J.
23 Bartilson to Paul Morantz and Ford Greene, dated May 8,
24 1992; Defendant's Opposition to Ex Parte Application Re:
25 Deposition of Michael Flynn; Declaration of Ford Greene;
26 Request for Monetary Sanctions, filed May 14, 1992 in Church
27 of Scientology International v. Gerald Armstrong et al., Los
28 Angeles County Superior Court, Case No. BC 052395; and

1 Notice of Motion and Motion to Quash Deposition Subpoena for
2 Michael J. Flynn; Declaration of Counsel; Memorandum of
3 Points and Authorities in Support Thereof, filed May 11,
4 1992 in Church of Scientology International v. Gerald
5 Armstrong et al., Los Angeles County Superior Court, Case
6 No. BC 052395;


7 **EXHIBIT GG:** Notice of Motion and Motion to Compel
8 Production of Documents from Defendant Gerald Armstrong,
9 Memorandum of Points and Authorities in Support, filed
10 November 24, 1993 in Church of Scientology International v.
11 Gerald Armstrong, et al., Marin County Superior Court, Case
12 No. 157680; Notice of Motion and Motion to Compel Production
13 of Documents From Defendant The Gerald Armstrong
14 Corporation; Memorandum of Points and Authorities in
15 Support, filed November 30, 1993 in Church of Scientology
16 International v. Gerald Armstrong, et al., Marin County
17 Superior Court, Case No. 157680; Notice of Motion and
18 Motion to Compel Production of documents from Defendants
19 Gerald Armstrong and Michael Walton; Memorandum of Points
20 and Authorities in Support, filed November 30, 1993 in
21 Church of Scientology International v. Gerald Armstrong, et
22 al., Marin County Superior Court, Case No. 157680;

23 **EXHIBIT HH:** Report and Recommendations of Discovery
24 Referee with Proposed Order re Plaintiff's Motion for
25 Protective Order re Interrogatories and Order, dated March
26 22, 1995 in Church of Scientology International v. Gerald
27 Armstrong, et al., [Consolidated], Marin County Superior
28 Court, Case No. 157680;

EXHIBIT II: Minute order by Judge David Horowitz, dated August 16, 1994 in ; Ruling by Judge Gary W. Thomas, dated March 25, 1994 in Church of Scientology International v. Gerald Armstrong, et al., Marin County Superior Court, Case No. 157680; Tentative ruling by Judge Gary W. Thomas, dated June 17, 1994 in Church of Scientology International v. Gerald Armstrong, et al., Marin County Superior Court, Case No. 157680; Tentative ruling by Judge Gary W. Thomas, dated September 9, 1994 in Church of Scientology International v. Gerald Armstrong, et al., Marin County Superior Court, Case No. 157680; and Order Concerning Motions for Summary Judgment, filed October 25, 1994 in Church of Scientology International v. Gerald Armstrong, et al., Marin County Superior Court, Case No. 157680.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 28th day of March, 1995, at Los Angeles,
California.


Laurie J. Bartilson

March 21, 1995

Laurie J. Bartilson
Moxon & Bartilson
6285 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

By Fax
213-953-3351

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
115 Sansome Street, Suite 400
San Francisco, CA 94104

By Fax
415-954-0838

Re: Scientology v. Armstrong
Marin County Superior Court
Case No. 157680

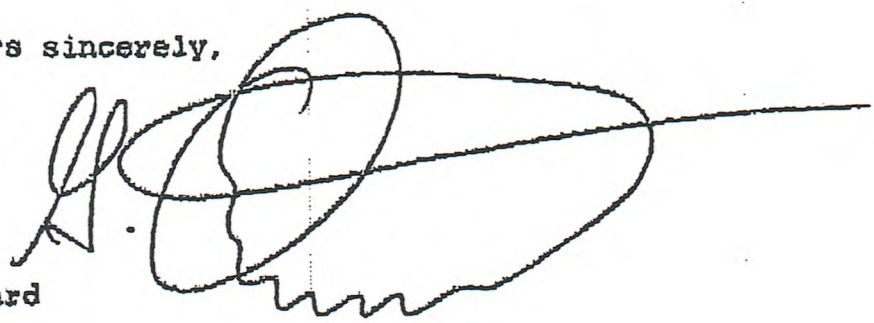
Dear Ms. Bartilson and Mr. Wilson:

Due to a spiritual condition which I am unable to control resulting in a psychological incapacitation I cannot proceed with the deposition set for tomorrow and the deposition of Gerald Solfvín set for March 23.

Please contact me in a few days to see if these depositions can be rescheduled.

Thank you for your consideration.

Yours sincerely,

A large, stylized handwritten signature, likely of Gerald Armstrong, written in dark ink. The signature is fluid and somewhat abstract, with a long horizontal line extending to the right.

Gerald Armstrong
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
(415)456-8450

cc: Michael L. Walton, Esquire (by Fax)
William R. Benz, Esquire (by Fax)
Gerald Solfvín (by Fax)

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Hollywood, California 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL

RECEIVED
MAR 6 1992
HUB LAW OFFICES

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF MARIN

17 CHURCH OF SCIENTOLOGY)
18 INTERNATIONAL, a California)
19 not-for-profit religious)
20 corporation,)

21 Plaintiff,)

22 vs.)

23 GERALD ARMSTRONG; DOES 1)
24 through 25, inclusive,)

25 Defendants.)

Case No. 152229

PLAINTIFF'S NOTICE
OF TAKING DEPOSITION AND
REQUEST FOR PRODUCTION
OF DOCUMENTS

26 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

27 PLEASE TAKE NOTICE that Plaintiff CHURCH OF SCIENTOLOGY
28 INTERNATIONAL will take the deposition of Defendant GERALD ARMSTRONG
29 whose address is known to Plaintiff and its counsel, on ~~March 18~~^{WED.},
30 March 18, 1992 at 9:00 a.m. at the offices of Wilson, Ryan &
31 Campilongo, 235 Montgomery, Suite 450, San Francisco, California
32 94104. This deposition will be taken before a certified shorthand
33 reporter and Notary Public, or other such person authorized to
34 administer oaths who may be present at such time and place. The

1 depositions will continue from day to day, excluding weekends and
2 legal holidays, until completed. Pursuant to Section 2025(1) of the
3 Code of Civil Procedure, Plaintiff hereby gives notice of its intent
4 to videotape said deposition.

5 PLEASE TAKE FURTHER NOTICE that pursuant to Section 2031 of the
6 Code of Civil Procedure, Plaintiff hereby demands that the deponent
7 produce the documents described on Exhibit A attached hereto.

8 Dated: March 5, 1992.

WILSON, RYAN & CAMPILONGO

9
10 BY: 

Andrew H. Wilson
Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2 PROOF OF SERVICE

3 I declare that I am employed in the City and County of
4 San Francisco, California.

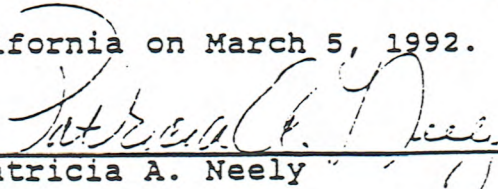
5 I am over the age of eighteen years and not a party to
6 the within entitled action. My business address is 235 Montgomery
7 Street, Suite 450, San Francisco, California.

8 On March 5, 1992, I caused the attached PLAINTIFF'S
9 NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF
10 DOCUMENTS to be served on the following in said cause, by placing
11 the same for hand delivery on this day in the ordinary course of
12 business, a true copy thereof enclosed in a sealed envelope. The
13 envelope was addressed as follows:

14 Ford Greene, Esq.
15 711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

16
17 I declare under the penalty of perjury of the laws of
18 the State of California that the foregoing is true and correct.

19 Executed at San Francisco, California on March 5, 1992.

20 
21 Patricia A. Neely
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
DEFINITIONS AND INSTRUCTIONS

"DOCUMENT" shall be understood to apply to any record or communication, including records of any telephonic communication, that would be a "writing" as provided by California Evidence Code Section 250, and shall include, without limitation, originals, duplicates or non-identical copies, drafts, working papers, routing slips, post-its, marginalia, and similar materials as well as machine readable data stored on cards, disks, magnetic tapes, audiotapes, videotapes or other storage media.

11
12
13
14
15
16
17
18
19
20
21
DOCUMENTS TO BE PRODUCED

1. All documents in your possession which in any way refer to the Church of Scientology International, the Religious Technology Center, L. Ron Hubbard, any local Church of Scientology, or any organization affiliated with any of the above;

2. All documents obtained by you from L. Ron Hubbard of any of the organizations defined in paragraph 1. above;

3. All documents delivered to you at any time by Joseph Yanny;

4. All documents delivered at any time by you to Joseph Yanny; and

5. All documents relating to any of the persons or organizations described in paragraph 1. above which you delivered at any time to Ford Greene, Esq., provided, however, that this request shall not be construed to request documents which comprise attorney-client communications or attorney work product.

26
27
28
Exhibit A

HUB LAW OFFICES
Ford Greene, Esquire
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

No. 152 229

NOTICE OF DEPOSITION OF
MARTIN SAMUELS

----->TO: PLAINTIFF CHURCH OF SCIENTOLOGY INTERNATIONAL AND TO ITS
ATTORNEYS OF RECORD, AND TO THE CLERK OF THE ABOVE-
ENTITLED COURT:

PLEASE TAKE NOTICE THAT THE DEPOSITION OF Martin Samuels
will be taken at the Law Office of Herbert Hawkins located at 1748
Lincoln Avenue, San Rafael, California, commencing at 10:00 a.m.
on March 18, 1992, and continuing from day to day thereafter.

YOU ARE FURTHER NOTIFIED that Martin Samuels is not a party
to this action and has been served with a deposition subpoena, a
copy of which is attached hereto and served herewith.

1 A list of all parties or attorneys for parties on whom this
2 Notice of Deposition is being served is shown on the accompanying
3 proof of service.

4 DATED: March 6, 1992

HUB LAW OFFICES

By: 

FORD GREENE
Attorney for Defendant
GERALD ARMSTRONG

ATTORNEY OR PARTY WITHOUT ATTORNEY: HUB LAW OFFICES-FORD GREENE State Bar # 107601 711 ST. FRANCIS DRAKE BLVD. (415) 258-0360 SAN ANSELMO, CA 94960		CASE NUMBER: 152 229
ATTORNEY FOR (Name): Defendant GERALD ARMSTRONG NAME OF COURT: Superior Court of California, Marin Co. POST OFFICE AND: Hall of Justice, Civic Center STREET ADDRESS: San Rafael, California 94903		DEPOSITION SUBPENA For Personal Appearance <input checked="" type="checkbox"/> and Production of Documents and Things
PLAINTIFF/PETITIONER: CHURCH OF SCIENTOLOGY INTERNATIONAL DEFENDANT/RESPONDENT: GERALD ARMSTRONG		

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone No. of deponent, if known):

Martin Samuels

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following time and place:

Date: **3-18-92** Time: **10:00 am** Address: **Law Office of Herbert Hawkins
1748 Lincoln Ave. San Rafael CA**

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 3. (Code of Civil Procedure section 2025 (d)(6).)
- b. ☒ You are ordered to produce the documents and things described in item 3.
- c. ☐ This deposition will be recorded by ☐ audiotape ☐ videotape and stenographically.
- d. ☐ This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025 (u)(4).
2. ☐ The personal attendance of the custodian of records or other qualified witness ☐ and the production of the original documents are required by this deposition subpoena. The procedure authorized by Evidence Code sections 1560 (b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
3. ☒ The documents and things to be produced and any testing or sampling being sought are described as follows:

All documents executed in conjunction with settlement of claims against the Scientology Organization, including Settlement Agreement, of December 1986.

☐ Continued on attachment 3.

4. A deposition permits an attorney to ask questions of a witness who is sworn to tell the truth. An attorney for other parties may then ask questions also. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. A witness may read the written record and change any incorrect answers before signing the deposition. The witness is entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.


5. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 88097.1

Date: _____ Clerk, by _____, Deputy

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: **March 6, 1992**

FORD GREENE
(TYPE OR PRINT NAME)


 (Type)
Attorney for Defendant
 (Title)

(See reverse for proof of service)

HUB LAW OFFICES

FORD GREENE
LAWYER711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360LICENSE No. 107601
FACSIMILE (415) 458-5318

March 9, 1992

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Telecopier
415-954-0938

RE: *Scientology v. Armstrong*
Marin County Superior Court
Case No. 152229

Dear Mr. Wilson:

Since I could not reach you by telephone this afternoon, I write.

I believe that you have misstated when you received the deposition notice and subpoena for Martin Samuels; the service thereof was made at approximately 4:45 p.m.

As to your representations of having made "numerous attempts" to contact my office in order to serve subpoenas it is curious that none of said attempts involved you picking up the telephone and calling me.

Notwithstanding the foregoing, and in light of the demands on my schedule the week of March 16th, please be advised that we are not going to proceed with the Samuels deposition. Similarly, in light of the fact that both Gerald Armstrong and me are the subjects of Scientology depositions on March 16 and 17 in Yanny II, neither Mr. Armstrong nor I will be available for deposition on March 18 and 19.

Should you insist upon attempting to take our depositions on that date, I can only construe it as a transparent attempt to interfere with my ability to represent Mr. Armstrong. As you know, I am a sole practitioner. Your opposition to our motion to transfer must be filed on Monday, March 16, 1992; our reply thereto is due March 19. I cannot be deposed, defend a deposition and prepare a reply to the motion to transfer, as well as prepare for the March 20th hearing on both the motion to transfer and your application for a preliminary injunction all at the same time.

Andrew H. Wilson
March 9, 1992
Page 2.

By Teletypewriter

Please advise me whether you will cooperate in this regard and agree to setting the depositions of Mr. Armstrong and me for sometime during the week of March 23, or after, or whether I will have to apply for a protective order in order not to be harassed.

I look forward to hearing from you.

Sincerely,

FORD GREENE

:acg

cc: Gerald Armstrong
Graham E. Berry, Esquire

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 430
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 934-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

"CERTIFIED 'MOTION SPECIALIST'"
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

16 MAR 1992
16:06

March 13, 1992

Via Telecopier #456-5318

Mr. Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology International v. Armstrong
Our file No. SCI02-003

Dear Mr. Greene:

I am writing to confirm and follow up on our telephone conversation earlier this afternoon.

First, we discussed the mechanics of service of the various papers due next Monday, March 16. My understanding is as follows: We will send a messenger to your office with your copies of our opposition to your motion to change venue, and other papers which we may wish to file in support of our Motion for Preliminary Injunction. We will schedule the messenger to arrive at your offices at approximately 4:45 p.m. The messenger will drop off your copies, and will pick up at that time our copy of your opposition to the preliminary injunction motion. In the event that you need to change the pick-up time, you will so inform me, preferably in writing so there can be no misunderstanding.

Second, we discussed the depositions of Gerald Armstrong and yourself, currently scheduled for March 18 and 19. You informed me that you would agree to scheduling those depositions for the week following March 16-20 and, in that connection, that you would voluntarily accept service of a subpoena for your deposition. You also stated that if we did not agree to re-schedule those depositions, you would appear ex parte before Judge Dufficy Wednesday morning at 8:30 a.m. to seek a protective order. I understand that you are a sole practitioner with demands on your

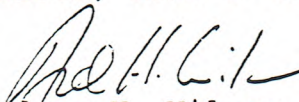
time. However, you did schedule Martin Samuels' deposition for March 18 and believed you had sufficient time to take Mr. Samuels' deposition when you did so. We do believe that Mr. Armstrong's deposition is necessary for issues which the Court will consider on March 20. We are willing to re-schedule your deposition to a mutually convenient date the following week, and we are also willing to limit Mr. Armstrong's deposition to one-half day, commencing at the time and place previously noticed.

I sincerely believe that these concessions should ameliorate your concerns and allow you to devote sufficient time to preparation of a reply memorandum to our opposition to your change of venue motion, and to prepare for the hearing itself.

Unless I hear from you to the contrary, I will assume that the deposition of Mr. Armstrong will go forward at the time and date previously noticed and will continue for approximately one-half day.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson

AHW-0304.LTR:pan

cc: Laurie Bartilson, Esq.

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE C. LEVARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJRONSAI

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0908

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

ACCEPTED FOR FILING
CALIFORNIA DEPT. OF LAW REGISTRATION

March 17, 1992

RECEIVED

MAR 17 1992

Via Facsimile #456-5318

HUB LAW OFFICES

Received at JAMS

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology International v. Armstrong
Our File No. SCI02-003

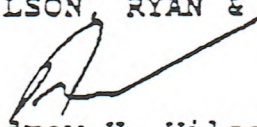
Dear Mr. Greene:

I have not had a reply to my letter of Friday, March 13, 1992, in which I proposed a shortened deposition of Gerald Armstrong to take place as originally noticed on Wednesday, March 18. You had previously informed me that if we did not take the deposition off-calendar or agree to postponing it, you would appear ex parte in front of Judge Dufficy at 8:30 a.m. on March 18.

Since I have not heard from you in response to my March 13 letter, I am unsure what your plans are. Will you please inform me as soon as possible whether you intend to appear with Mr. Armstrong at this office to proceed with the deposition of whether you will appear in front of Judge Dufficy as you had stated.

Very truly yours,

WILSON, RYAN & CAMPILONGO


Andrew H. Wilson

AHW-0308.LTR:pan

cc: Ford Greene, Esq.
Office of Judicial Arbitration
and Mediation Services
Santa Monica, CA
213-392-0240 (FAX)
Laurie Bartilson, Esq.

1 Andrew H. Wilson
 WILSON, RYAN & CAMPILONGO
 2 235 Montgomery Street
 Suite 450
 3 San Francisco, California 94104
 (415) 391-3900

4 Laurie J. Bartilson
 5 BOWLES & MOXON
 6255 Sunset Boulevard
 6 Suite 2000
 Hollywood, California 90028
 7 (213) 661-4030

8 Attorneys for Plaintiff
 CHURCH OF SCIENTOLOGY INTERNATIONAL
 9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)
 INTERNATIONAL, a California)
 13 not-for-profit religious)
 corporation,)

Case No. 152229

PLAINTIFF'S NOTICE
 OF TAKING DEPOSITION AND
 REQUEST FOR PRODUCTION
 OF DOCUMENTS

14)
 15 Plaintiff,)

16 vs.)

17 GERALD ARMSTRONG; DOES 1)
 through 25, inclusive,)

18 Defendants.)
 19)

20 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that Plaintiff CHURCH OF SCIENTOLOGY
 22 INTERNATIONAL will take the deposition of Defendant GERALD ARMSTRONG
 23 whose address is known to Plaintiff and its counsel, on Friday,
 24 April 3, 1992 at 9:00 a.m. at the offices of Wilson, Ryan &
 25 Campilongo, 235 Montgomery, Suite 450, San Francisco, California
 26 94104. This deposition will be taken before a certified shorthand
 27 reporter and Notary Public, or other such person authorized to
 28 administer oaths who may be present at such time and place. The

WILSON, RYAN & CAMPILONGO
 235 Montgomery Street, Suite 450
 San Francisco, California 94104

1 depositions will continue from day to day, excluding weekends and
2 legal holidays, until completed. Pursuant to Section 2025(1) of the
3 Code of Civil Procedure, Plaintiff hereby gives notice of its intent
4 to videotape said deposition.

5 PLEASE TAKE FURTHER NOTICE that pursuant to Section 2031 of the
6 Code of Civil Procedure, Plaintiff hereby demands that the deponent
7 produce the documents described on Exhibit A attached hereto.

8 Dated: March 23, 1992.

WILSON, RYAN & CAMPILONGO

9
10 BY: 

Andrew H. Wilson

Attorneys for Plaintiff

CHURCH OF SCIENTOLOGY
INTERNATIONAL

DEFINITIONS AND INSTRUCTIONS

"DOCUMENT" shall be understood to apply to any record or communication, including records of any telephonic communication, that would be a "writing" as provided by California Evidence Code Section 250, and shall include, without limitation, originals, duplicates or non-identical copies, drafts, working papers, routing slips, post-its, marginalia, and similar materials as well as machine readable data stored on cards, disks, magnetic tapes, audiotapes, videotapes or other storage media.

DOCUMENTS TO BE PRODUCED

1. All documents in your possession which in any way refer to the Church of Scientology International, the Religious Technology Center, L. Ron Hubbard, any local Church of Scientology, or any organization affiliated with any of the above;

2. All documents obtained by you from L. Ron Hubbard of any of the organizations defined in paragraph 1. above;

3. All documents delivered to you at any time by Joseph Yanny;

4. All documents delivered at any time by you to Joseph Yanny; and

5. All documents relating to any of the persons or organizations described in paragraph 1. above which you delivered at any time to Ford Greene, Esq., provided, however, that this request shall not be construed to request documents which comprise attorney-client communications or attorney work product.

Exhibit A

1
2 PROOF OF SERVICE

3 I declare that I am employed in the City and County of
4 San Francisco, California.

5 I am over the age of eighteen years and not a party to
6 the within entitled action. My business address is 235 Montgomery
7 Street, Suite 450, San Francisco, California.

8 On March 23, 1992, I caused the attached PLAINTIFF'S
9 NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF
10 DOCUMENTS to be served on the following in said cause, by placing
11 the same for hand delivery on this day in the ordinary course of
12 business, a true copy thereof enclosed in a sealed envelope. The
13 envelope was addressed as follows:

14 Ford Greene, Esq.
15 711 Sir Francis Drake Boulevard
16 San Anselmo, CA 94960-1949

17 I declare under the penalty of perjury of the laws of
18 the state of California that the foregoing is true and correct.

19 Executed at San Francisco, California on March 23, 1992.

20 
21 Patricia A. Neely
22
23
24
25
26
27
28

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 456-5318

April 1, 1992

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Telecopier
415-954-0938

RE: *Scientology v. Armstrong*
Marin County Superior Court
Case No. 152229

APR. 04 1992
3:20 PM

Dear Mr. Wilson:

Due to the fact that no court presently has jurisdiction over the above case, we will not proceed with any depositions or any other type of activity until after such time as the Clerk of the Los Angeles Superior Court assigns the case a number.

Specifically, there will be no depositions this week.

Sincerely,



FORD GREENE

:acg

cc: Gerald Armstrong
Graham E. Berry, Esq.
Laurie J. Bartilson, Esq.

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurio J. Martenson
5 ROWLES & MOXON
6255 Sunset Boulevard
Suite 2000
6 Hollywood, California 90028
(213) 661-4030

7 Attorneys for Plaintiff
8
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12 CHURCH OF SCIENTOLOGY OF	) Case No. BC 052395
13 INTERNATIONAL, a California not-)
13 for-profit religious corporation;	) AMENDED NOTICE OF TAKING
14	) THE DEPOSITION OF DEFENDANT
14	) GERALD ARMSTRONG
15 Plaintiff,)
16)
16 vs.)
17)
18 GERALD ARMSTRONG and DOES 1)
18 through 25, inclusive,)
19)
20)
20 Defendants.)
21)

22 TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

23 PLEASE TAKE NOTICE that plaintiff, Church of Scientology
24 International, will take the deposition of defendant Gerald
25 Armstrong, of Marin County, California, on Thursday, May 7, 1992
26 at the law offices of Wilson, Ryan & Campilongo, 235 Montgomery
27 Street, Suite 450, San Francisco, California 94104. This
28 deposition will be taken before a certified shorthand reporter

1 and Notary Public, or other such person authorized to administer
2 oaths who may be present at such time and place. The deposition
3 shall continue from day to day, excluding weekends and holidays,
4 until completed. Pursuant to Section 2025(1) of the Code of
5 Civil Procedure, plaintiff hereby gives notice of its intent to
6 videotape said deposition.

7 PLEASE TAKE FURTHER NOTICE that, pursuant to Section 2031 of
8 the Code of Civil Procedure, plaintiff hereby demands that the
9 deponent produce the documents described in Exhibit A attached
10 hereto.

11 Dated: April 16, 1992

WILSON, RYAN & CAMPILONGO

12 BOWLES & MOXON

13 By:

Laurie J. Battilana
14 Laurie J. Battilana

15 Attorneys for Plaintiff
16 CHURCH OF SCIENTOLOGY
17 INTERNATIONAL
18
19
20
21
22
23
24
25
26
27
28

1 EXHIBIT A

2 A. DEFINITIONS AND EXPLANATIONS:

3 1. As used herein, the term "document" includes all
4 written, typewritten, printed and graphic materials of whatever
5 kind or nature, including, but not limited to, correspondence,
6 notes, memoranda, telegrams and cables, telexes, telecopies,
7 panafaxes, publications, contracts, agreements, insurance
8 policies, minutes, offers, analyses, projections, studies, books,
9 papers, records, reports, lists, calendars, diaries, statements,
10 complaints, filings with any court, tribunal or governmental
11 agency, corporate minutes, partnerships, agreements, ledgers,
12 transcripts, summaries, agendas, bills, invoices, receipts,
13 estimates, evaluations, personnel files, certificates,
14 instructions, manuals, bulletins, advertisements, periodicals,
15 accounting records, checks, check stubs, check registers,
16 canceled checks, money orders, negotiable instruments, sound
17 recordings, films, photographs, mechanical or electronic
18 recordings, tapes, transcriptions, blueprints, computer programs
19 and data, data processing cards, x-rays, laboratory reports and
20 all other medical tests and test results.

21 2. As used herein, the term "document" further means all
22 writings, originals and duplicates as defined in California
23 Evidence Code Sections 250, 255 and 260, whether in draft or
24 otherwise, including but not limited to, copies and non-identical
25 copies (whether different from the originals because of notes or
26 marks made on or attached to said copies or otherwise).

27 3. The words "and" and "or" as used herein shall both mean
28 "and/or."

1 4. The term "you" as used herein means the deponent.

2 5. If in response to this deposition subpoena you decline
3 or refuse to produce any document based upon a claim of
4 privilege, at the time of production of these records, you are to
5 state in writing with respect to each such document the
6 following:

7 (a) An identification of the document with
8 reasonable specificity and particularity, including its
9 nature (memo, letter, etc.), title and date;

10 (b) The exact nature of the privilege asserted;

11 (c) All of the facts upon which your claim of
12 privilege is based or which supports said claim;

13 (d) With respect to each person who was present at
14 the time the document was prepared:

15 (1) Their name and last known business and
16 residential addresses and telephone numbers; and

17 (2) Their employer and job title or capacity
18 at the time that the document was prepared;

19 (e) With respect to each individual and entity to
20 whom the original or a copy of the document was sent:

21 (1) their name and last known business and
22 residential addresses and telephone numbers; and

23 (2) Their employer and job title or capacity
24 at the time that the original or the copy of the
25 document was sent to them;

26 (3) The date(s) when the document or copy was
27 sent; and

28 (4) By whom the document or copy was sent;

1 (f) With respect to each individual and entity who
2 to the best of your knowledge, information or belief
3 has seen the original or any copy of the document:

4 (1) Their name and last known business and
5 residential addresses and telephone numbers;

6 (2) Their employer and job title or capacity
7 at the time the document or copy was seen by them; and

8 (3) The date(s) when the document or copy was
9 seen by them;

10 (g) With respect to each individual or entity who
11 to the best of your knowledge, information or belief
12 had possession or custody of the original or any copy
13 of the document:

14 (1) The name and last known business and
15 residential addresses and telephone numbers;

16 (2) The inclusive dates during which they had
17 possession or custody of the document or copy; and

18 (3) Their employer and job title or capacity
19 at the time that they had possession of the document or
20 copy; and

21 (h) Identify with reasonable specificity and
22 particularity each document which refers to, discusses,
23 analyzes, or comments upon the document which you claim
24 is privileged, or which contains any and all of its
25 contents.

26 B. DOCUMENTS AND THINGS TO BE PRODUCED:

27 1. All documents in your possession which in any way refer
28 to the Church of Scientology International, the Religious

1 Technology Center, L. Ron Hubbard, any local Church of
2 Scientology, or any organization affiliated with any of the
3 above;

4 2. All documents obtained by you from L. Ron Hubbard or
5 any of the organizations defined in paragraph 1. above;

6 3. All documents delivered to you at any time by Joseph
7 Yanny;

8 4. All documents delivered at any time by you to Joseph
9 Yanny; and

10 5. All documents relating to any of the persons or
11 organizations described in paragraph 1. above which you delivered
12 at any time to Ford Greene, Esq., provided, however, that this
13 request shall not be construed to request documents which comprise
14 attorney-client communications or attorney work product.

15 6. A copy of any book or books written by defendant in any
16 form, whether in handwritten form, typed or printed manuscript
17 form, galley proofs, on computer disk, which concern in any way
18 defendant's experiences with the Church of Scientology, or with
19 the Internal Revenue Service, or which in any way refer to any
20 Church of Scientology or to the Internal Revenue Service.

1
2 EXHIBIT A

3 A. DEFINITIONS AND EXPLANATIONS:

4 1. As used herein, the term "document" includes all
5 written, typewritten, printed and graphic materials of whatever
6 kind or nature, including, but not limited to, correspondence,
7 notes, memoranda, teletypes and cables, telexes, telecopies,
8 panafaxes, publications, contracts, agreements, insurance
9 policies, minutes, offers, analyses, projections, studies, books,
10 papers, records, reports, lists, calendars, diaries, statements,
11 complaints, filings with any court, tribunal or governmental
12 agency, corporate minutes, partnerships, agreements, ledgers,
13 transcripts, summaries, agendas, bills, invoices, receipts,
14 estimates, evaluations, personnel files, certificates,
15 instructions, manuals, bulletins, advertisements, periodicals,
16 accounting records, checks, check stubs, check registers,
17 canceled checks, money orders, negotiable instruments, sound
18 recordings, films, photographs, mechanical or electronic
19 recordings, tapes, transcriptions, blueprints, computer programs
20 and data, data processing cards, x-rays, laboratory reports and
21 all other medical tests and test results.

22 2. As used herein, the term "document" further means all
23 writings, originals and duplicates as defined in California
24 Evidence Code Sections 250, 255 and 260, whether in draft or
25 otherwise, including but not limited to, copies and non identical
26 copies (whether different from the originals because of notes or
27 marks made on or attached to said copies or otherwise).

28 3. The words "and" and "or" as used herein shall both mean
"and/or."

PROOF OF SERVICE

I declare that I am employed in the City and County of San Francisco, California.

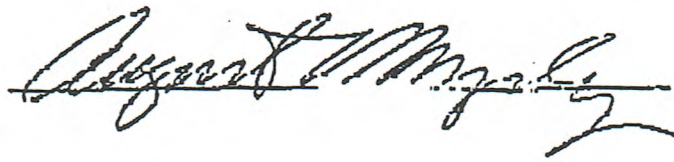
I am over the age of eighteen years and not a party to the within entitled action. My business address is 80 McAllister Street, San Francisco, California 94102.

On April 16, 1992, I caused the attached PLAINTIFF'S NOTICE OF TAKING DEPOSITION AND REQUEST FOR PRODUCTION OF DOCUMENTS to be served on the following in said cause, by placing the same for hand delivery on this day in the ordinary course of business, a true copy thereof enclosed in a sealed envelope. The envelope was addressed as follows:

Ford Greene, Esq.
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed at San Francisco, California on April 16, 1992.



HUB LAW OFFICES
Ford Greene, Esquire
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, CA 90272
(213) 459-4745

Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

No. ~~BCD 52395~~ BCD 52395

NOTICE OF OBJECTIONS
TO DEPOSITION OF GERALD
ARMSTRONG

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Code of Civil procedure section
2025(g) defendant Gerald Armstrong hereby registers his objections
to his deposition noticed for May 7, 1992, on the following
grounds:

1. The notice of said deposition fails to specify a time
for the commencement of said deposition;

2. The document demands (1-5) are overbroad and require disclosure of attorney-client material and attorney work product material.

DATED: May 4, 1992

HUB LAW OFFICES

By: 

FORD GREENE
Attorney for Defendant
GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: NOTICE OF OBJECTIONS TO DEPOSITION OF GERALD ARMSTRONG on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Hand

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier
213-662-6419

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street, Suite 1200
Los Angeles, California 90012

By Telecopier
213-750-7900

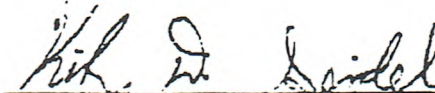
Paul Morantz, Esq.
P.O. Box 511
Pacific Palisades, CA 90272

By Telecopier

[x] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: May 5, 1992


WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN*
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI
EDWARD S. ZUSMAN

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 934-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

May 6, 1992

Via Facsimile #456-5318

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology v. Armstrong
Our File No. SCI02-003

Dear Mr. Greene:

You do not have the option of failing to produce Mr. Armstrong for deposition tomorrow, May 7, 1992. By failing to serve your objection to the deposition notice in a timely manner as required Code of Civil Procedure §2025(g), that objection has been waived. If you fail to produce Mr. Armstrong for deposition tomorrow, we will file a motion to compel his attendance and seek sanctions. The sanctions which we will seek will not be limited to monetary sanctions.

This is the third time which you have attempted to avoid the taking of Mr. Armstrong's deposition. On the first occasion, you sought, on an ex parte basis, a protective order, on the ground that you did not have the time to defend Mr. Armstrong's deposition. As you will remember, you had attempted to notice the deposition of Martin Samuels for the same date, but your notice of Mr. Samuels' deposition was delivered to this office after our notice of Mr. Armstrong's deposition was delivered to your office. When I notified you that our notice had priority, you then took the position that you did not have time to defend Mr. Armstrong's deposition.

Mr. Armstrong's deposition was then properly noticed for April 3, 1992. This was after Judge Dufficy's order transferring the case to Los Angeles, but before a case number had been assigned in Los Angeles Superior Court. You refused to produce Mr.

Armstrong for that deposition, contending that, because the files were in transit, no court had jurisdiction over Mr. Armstrong. This position is so transparently specious that it needs no further discussion.

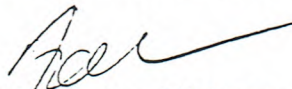
Now you refuse to produce Mr. Armstrong for deposition on a technical ground (that the notice failed to specify the hour when the deposition would start) while you have yourself failed to comply with the technical requirements of CCP §2025(g) which requires that you serve your notice of objection at least three days prior to the date set for the deposition.

We are confident the Court will recognize your machinations for what they are - an attempt to prevent our cross-examination of Mr. Armstrong on the matters relevant to the instant hearing.

I shall expect your reply immediately.

Very truly yours,

WILSON, RYAN & CAMPILONGO



Andrew H. Wilson

AHW-0346.LTR:pan

cc: Paul Morantz, Esq.
Graham Berry, Esq.
Laurie Bartilson, Esq.

1 Andrew H. Wils
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

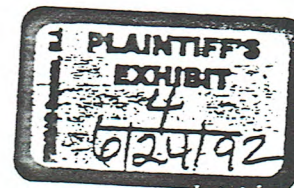
12 CHURCH OF SCIENTOLOGY OF) Case No. BC 052395
INTERNATIONAL, a California not-)
13 for-profit religious corporation;) AMENDED NOTICE OF TAKING
14) THE DEPOSITION OF DEFENDANT
GERALD ARMSTRONG

15 Plaintiff,

16 vs.
17

18 GERALD ARMSTRONG and DOES 1
19 through 25, inclusive,
20

21 Defendants.



22 TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

23 PLEASE TAKE NOTICE that plaintiff, Church of Scientology
24 International, will take the deposition of defendant Gerald
25 Armstrong, of Marin County, California, on Monday, June 15, 1992,
26 at 10:00 a.m., at the law offices of Wilson, Ryan & Campilongo,
27 235 Montgomery Street, Suite 450, San Francisco, California
28 94104. This deposition will be taken before a certified

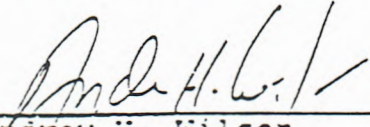
1 shorthand reporter and Notary Public, or other such person
2 authorized to administer oaths who may be present at such time
3 and place. The deposition shall continue from day to day,
4 excluding weekends and holidays, until completed. Pursuant to
5 Section 2025(1) of the Code of Civil Procedure, plaintiff hereby
6 gives notice of its intent to videotape said deposition.

7 PLEASE TAKE FURTHER NOTICE that, pursuant to Section 2025(d)
8 and (h) of the Code of Civil Procedure, plaintiff hereby demands
9 that the deponent produce at the deposition the documents
10 described in Exhibit A attached hereto.

11 Dated: June 2, 1992

WILSON, RYAN & CAMPILONGO

12
13 By:


Andrew H. Wilson

14 Laurie J. Bartilson
15 BOWLES & MOXON

16 Attorneys for Plaintiff
17 CHURCH OF SCIENTOLOGY
INTERNATIONAL
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

2. A. DEFINITIONS AND EXPLANATIONS:

1. As used herein, the term "document" includes all written, typewritten, printed and graphic materials of whatever kind or nature, including, but not limited to, correspondence, notes, memoranda, telegrams and cables, telexes, telecopies, panafaxes, publications, contracts, agreements, insurance policies, minutes, offers, analyses, projections, studies, books, papers, records, reports, lists, calendars, diaries, statements, complaints, filings with any court, tribunal or governmental agency, corporate minutes, partnerships, agreements, ledgers, transcripts, summaries, agendas, bills, invoices, receipts, estimates, evaluations, personnel files, certificates, instructions, manuals, bulletins, advertisements, periodicals, accounting records, checks, check stubs, check registers, canceled checks, money orders, negotiable instruments, sound recordings, films, photographs, mechanical or electronic recordings, tapes, transcriptions, blueprints, computer programs and data, data processing cards, x-rays, laboratory reports and all other medical tests and test results.

2. As used herein, the term "document" further means all writings, originals and duplicates as defined in California Evidence Code Sections 250, 255 and 260, whether in draft or otherwise, including but not limited to, copies and non-identical copies (whether different from the originals because of notes or marks made on or attached to said copies or otherwise).

3. The words "and" and "or" as used herein shall both mean "and/or."

1 4. The term "you" as used herein means defendant Gerald
2 Armstrong, his employees, agents, representatives, attorneys, or
3 assigns.

4 5. If in response to this deposition subpoena you decline
5 or refuse to produce any document based upon a claim of
6 privilege, at the time of production of these records, you are to
7 state in writing with respect to each such document the
8 following:

9 (a) An identification of the document with
10 reasonable specificity and particularity, including its
11 nature (memo, letter, etc.), title and date;

12 (b) The exact nature of the privilege asserted;

13 (c) All of the facts upon which your claim of
14 privilege is based or which supports said claim;

15 (d) With respect to each person who was present at
16 the time the document was prepared:

17 (1) Their name and last known business and
18 residential addresses and telephone numbers; and

19 (2) Their employer and job title or capacity
20 at the time that the document was prepared;

21 (e) With respect to each individual and entity to
22 whom the original or a copy of the document was sent:

23 (1) their name and last known business and
24 residential addresses and telephone numbers; and

25 (2) Their employer and job title or capacity
26 at the time that the original or the copy of the
27 document was sent to them;

28 (3) The date(s) when the document or copy was

1 sent; and

2 (4) By whom the document or copy was sent;

3 (f) With respect to each individual and entity who
4 to the best of your knowledge, information or belief
5 has seen the original or any copy of the document:

6 (1) Their name and last known business and
7 residential addresses and telephone numbers;

8 (2) Their employer and job title or capacity
9 at the time the document or copy was seen by them; and

10 (3) The date(s) when the document or copy was
11 seen by them;

12 (g) With respect to each individual or entity who
13 to the best of your knowledge, information or belief
14 had possession or custody of the original or any copy
15 of the document:

16 (1) The name and last known business and
17 residential addresses and telephone numbers;

18 (2) The inclusive dates during which they had
19 possession or custody of the document or copy; and

20 (3) Their employer and job title or capacity
21 at the time that they had possession of the document or
22 copy; and

23 (h) Identify with reasonable specificity and
24 particularity each document which refers to, discusses,
25 analyzes, or comments upon the document which you claim
26 is privileged, or which contains any and all of its
27 contents.

28 B. DOCUMENTS AND THINGS TO BE PRODUCED:

1 1. All documents in your possession which in any way
2 discuss, mention, concern, relate or refer to the Church of
3 Scientology International, the Religious Technology Center, L.
4 Ron Hubbard, any Church of Scientology, or any of the entities or
5 individuals listed or referred to in paragraph 1 of the "Mutual
6 Release of All Claims and Settlement Agreement" of December,
7 1986, a copy of which is attached to the Complaint in this action
8 as Exhibit A;

9 2. All documents obtained by you from plaintiff or from
10 any of the entities or individuals listed or referred to in
11 paragraph 1 "Mutual Release of All Claims and Settlement
12 Agreement" of December, 1986, a copy of which is attached to the
13 Complaint in this action as Exhibit A;

14 3. All documents which relate to or concern Joseph A.
15 Yanny's legal disputes with plaintiff, Religious Technology
16 Center or Church of Scientology of California, including, without
17 limitation, correspondence, memoranda, notes, invoices, billing
18 slips, tape recordings, videotapes or records of any kind;

19 4. All correspondence of any kind received by you from
20 Joseph A. Yanny, or Joseph A. Yanny, P.C., their employees,
21 agents, representatives, attorneys, officers, directors or
22 assigns, after December 6, 1986, which relates to or concerns the
23 plaintiff or any of the entities or individuals listed or
24 referred to in paragraph 1 of the "Mutual Release of All Claims
25 and Settlement Agreement" of December, 1986, a copy of which is
26 attached to the Complaint in this action as Exhibit A;

27 5. All correspondence of any kind which you sent to Joseph
28 A. Yanny, or Joseph A. Yanny, P.C., their employees, agents,

1 representatives, attorneys, officers, directors or assigns, after
2 December 6, 1986, which relates to or concerns the plaintiff or
3 any of the entities or individuals listed or referred to in
4 paragraph 1 of the "Mutual Release of All Claims and Settlement
5 Agreement" of December, 1986, a copy of which is attached to the
6 Complaint in this action as Exhibit A;

7 6. All documents which relate to or concern Vicki or
8 Richard Aznaran's legal disputes with plaintiff or Religious
9 Technology Center, including, without limitation, correspondence,
10 memoranda, notes, invoices, billing slips, tape recordings,
11 videotapes or records of any kind;

12 7. All correspondence of any kind received by you from
13 Vicki or Richard Aznaran, their employees, agents,
14 representatives, attorneys, officers, directors or assigns, after
15 December 6, 1986, which relates to or concerns the plaintiff or
16 any of the entities or individuals listed or referred to in
17 paragraph 1 of the "Mutual Release of All Claims and Settlement
18 Agreement" of December, 1986, a copy of which is attached to the
19 Complaint in this action as Exhibit A;

20 8. All correspondence of any kind which you sent to Vicki
21 or Richard Aznaran, their employees, agents, representatives,
22 officers, attorneys, directors or assigns, after December 6,
23 1986, which relates to or concerns the plaintiff or any of the
24 entities or individuals listed or referred to in paragraph 1 of
25 the "Mutual Release of All Claims and Settlement Agreement" of
26 December, 1986, a copy of which is attached to the Complaint in
27 this action as Exhibit A;

28 9. All documents which relate to or concern Bent Corydon's

1 legal disputes in plaintiff or any of the entities or
2 individuals listed or referred to in paragraph 1 of the "Mutual
3 Release of All Claims and Settlement Agreement" of December,
4 1986, a copy of which is attached to the Complaint in this action
5 as Exhibit A, including, without limitation, correspondence,
6 memoranda, notes, invoices, billing slips, tape recordings,
7 videotapes or records of any kind;

8 10. All correspondence of any kind received by you from
9 Bent Corydon or Mary Corydon, their employees, agents,
10 representatives, attorneys, officers, directors or assigns,
11 after December 6, 1986, which relates to or concerns the
12 plaintiff or any of the entities or individuals listed or
13 referred to in paragraph 1 of the "Mutual Release of All Claims
14 and Settlement Agreement" of December, 1986, a copy of which is
15 attached to the Complaint in this action as Exhibit A;

16 11. All correspondence of any kind which you sent to Bent
17 Corydon or Mary Corydon, their employees, agents,
18 representatives, attorneys, officers, directors or assigns, after
19 December 6, 1986, which relates to or concerns the plaintiff or
20 any of the entities or individuals listed or referred to in
21 paragraph 1 of the "Mutual Release of All Claims and Settlement
22 Agreement" of December, 1986, a copy of which is attached to the
23 Complaint in this action as Exhibit A;

24 12. All documents which relate to or concern Steven
25 Hunziker, Kate Schuchmann or Virginia Sanders' legal disputes
26 with plaintiff or any of the entities or individuals listed or
27 referred to in paragraph 1 of the "Mutual Release of All Claims
28 and Settlement Agreement" of December, 1986, a copy of which is

1 attached to the Complaint in this action Exhibit A, including,
2 without limitation, correspondence, memoranda, notes, invoices,
3 billing slips, tape recordings, videotapes or records of any
4 kind;

5 13. All correspondence of any kind which you received from
6 Steven Hunziker, Kate Schuchmann or Virginia Sanders, their
7 employees, agents, representatives, attorneys, officers,
8 directors or assigns, after December 6, 1986, which relates to or
9 concerns the plaintiff or any of the entities or individuals
10 listed or referred to in paragraph 1 of the "Mutual Release of
11 All Claims and Settlement Agreement" of December, 1986, a copy of
12 which is attached to the Complaint in this action as Exhibit A;

13 14. All correspondence of any kind which you sent to Steven
14 Hunziker, Kate Schuchmann or Virginia Sanders, their employees,
15 agents, attorneys, representatives, officers, directors or
16 assigns, after December 6, 1986, which relates to or concerns the
17 plaintiff or any of the entities or individuals listed or
18 referred to in paragraph 1 of the "Mutual Release of All Claims
19 and Settlement Agreement" of December, 1986, a copy of which is
20 attached to the Complaint in this action as Exhibit A;

21 15. All documents which relate to or concern the Cult
22 Awareness Network, Priscilla Coates, Cynthia Kisser or Dennis
23 Erlich, including, without limitation, correspondence, memoranda,
24 notes, invoices, billing slips, tape recordings, videotapes or
25 records of any kind;

26 16. All correspondence of any kind which you received from
27 the Cult Awareness Network, Priscilla Coates, Cynthia Kisser, or
28 Dennis Erlich, their employees, agents, attorneys,

1 representatives, officers, directors or assigns, after December
2 6, 1986, which relates to or concerns the plaintiff or any of the
3 entities or individuals listed or referred to in paragraph 1 of
4 the "Mutual Release of All Claims and Settlement Agreement" of
5 December, 1986, a copy of which is attached to the Complaint in
6 this action as Exhibit A;

7 17. All correspondence of any kind which you sent to the
8 Cult Awareness Network, Priscilla Coates, Cynthia Kisser, or
9 Dennis Erlich, their employees, agents, attorneys,
10 representatives, officers, directors or assigns, after December
11 6, 1986, which relates to or concerns the plaintiff or any of the
12 entities or individuals listed or referred to in paragraph 1 of
13 the "Mutual Release of All Claims and Settlement Agreement" of
14 December, 1986, a copy of which is attached to the Complaint in
15 this action as Exhibit A;

16 18. All correspondence of any kind which you received from
17 Orrick, Herrington & Sutcliffe, Cynthia Remmers, Timothy Long,
18 William Darden or Marie Cawley, their employees, agents,
19 representatives, officers, directors or assigns, after December
20 6, 1986, which relates to or concerns the plaintiff or any of the
21 entities or individuals listed or referred to in paragraph 1 of
22 the "Mutual Release of All Claims and Settlement Agreement" of
23 December, 1986, a copy of which is attached to the Complaint in
24 this action as Exhibit A;

25 19. All correspondence of any kind which you sent to
26 Orrick, Herrington & Sutcliffe, Cynthia Remmers, Timothy Long,
27 William Darden or Marie Cawley, their employees, agents,
28 representatives, officers, directors or assigns, after December

1 6, 1986, which relates to or concerns the plaintiff or any of the
2 entities or individuals listed or referred to in paragraph 1 of
3 the "Mutual Release of All Claims and Settlement Agreement" of
4 December, 1986, a copy of which is attached to the Complaint in
5 this action as Exhibit A;

6 20. All documents which relate to or concern David Mayo's
7 legal disputes with plaintiff or any of the entities or
8 individuals listed in paragraph 1 of the "Mutual Release of All
9 Claims and Settlement Agreement" of December, 1986, a copy of
10 which is attached to the Complaint in this action as Exhibit A,
11 including, without limitation, correspondence, memoranda, notes,
12 invoices, billing slips, tape recordings, videotapes or records
13 of any kind;

14 21. All correspondence of any kind which you received from
15 David Mayo, Jerold Fagelbaum, Bright & Powel, Gary Bright, the
16 Church of the New Civilization, John Nelson, Harvey Haber, Vivien
17 Zegel or Dede Reisdorf, their employees, agents, attorneys,
18 representatives, officers, directors or assigns, after December
19 6, 1986, which relates to or concerns the plaintiff or any of the
20 entities or individuals listed in paragraph 1 of the "Mutual
21 Release of All Claims and Settlement Agreement" of December,
22 1986, a copy of which is attached to the Complaint in this action
23 as Exhibit A;

24 22. All correspondence of any kind which you sent to David
25 Mayo, Jerold Fagelbaum, Bright & Powel, Gary Bright, the Church
26 of the New Civilization, John Nelson, Harvey Haber, Vivien Zegel
27 or Dede Reisdorf, their employees, agents, representatives,
28 attorneys, officers, directors or assigns, after December 6,

1 1986, which relates to or concerns the plaintiff or any of the
2 entities or individuals listed in paragraph 1 of the "Mutual
3 Release of All Claims and Settlement Agreement" of December,
4 1986, a copy of which is attached to the Complaint in this action
5 as Exhibit A;

6 23. All documents which relate to or concern Larry
7 Wollersheim's legal disputes with plaintiff or any of the
8 entities or individuals listed in paragraph 1 of the "Mutual
9 Release of All Claims and Settlement Agreement" of December,
10 1986, a copy of which is attached to the Complaint in this action
11 as Exhibit A, including, without limitation, correspondence,
12 memoranda, notes, invoices, billing slips, tape recordings,
13 videotapes or records of any kind;

14 24. All correspondence of any kind received from Larry
15 Wollersheim, his employees, agents, attorneys, representatives,
16 officers, directors or assigns, after December 6, 1986, which
17 relates to or concerns the plaintiff or any of the entities or
18 individuals listed in paragraph 1 of the "Mutual Release of All
19 Claims and Settlement Agreement" of December, 1986, a copy of
20 which is attached to the Complaint in this action as Exhibit A;

21 25. All correspondence of any kind which you sent to Larry
22 Wollersheim, his employees, agents, representatives, officers,
23 directors or assigns, after December 6, 1986, which relates to or
24 concerns the plaintiff or any of the entities or individuals
25 listed in paragraph 1 of the "Mutual Release of All Claims and
26 Settlement Agreement" of December, 1986, a copy of which is
27 attached to the Complaint in this action as Exhibit A;

28 26. All correspondence of any kind which you received from

1 John Clifton Elstead, John C. Rogalski, Nancy Miller or James
2 Rummond, their employees, agents, representatives, officers,
3 directors or assigns, after December 6, 1986, which relates to or
4 concerns the plaintiff or any of the entities or individuals
5 listed or referred to in paragraph 1 of the "Mutual Release of
6 All Claims and Settlement Agreement" of December, 1986, a copy of
7 which is attached to the Complaint in this action as Exhibit A;

8 27. All correspondence of any kind which you sent to John
9 Clifton Elstead, John C. Rogalski, Nancy Miller or James Rummond,
10 their employees, agents, representatives, officers, directors or
11 assigns, after December 6, 1986, which relates to or concerns the
12 plaintiff or any of the entities or individuals listed or
13 referred to in paragraph 1 of the "Mutual Release of All Claims
14 and Settlement Agreement" of December, 1986, a copy of which is
15 attached to the Complaint in this action as Exhibit A;

16 28. All documents which mention, concern, relate or refer
17 to plaintiff or any of the entities or individuals listed in
18 paragraph 1 of the "Mutual Release of All Claims and Settlement
19 Agreement" of December, 1986, a copy of which is attached to the
20 Complaint in this action as Exhibit A, which you delivered at any
21 time to Ford Greene or John Elstead, provided, however, that this
22 request shall not be construed to request documents which
23 comprise attorney-client communications or attorney work product;

24 29. Any book, manuscript or other literary work written by
25 you in any form, whether in handwritten form, typed or printed
26 manuscript form, galley proofs, on computer disk, which concern
27 in any way your experiences with plaintiff or any of the entities
28 or individuals listed or referred to in paragraph 1 of the

1 "Mutual Release of All Claims and Settlement Agreement" of
2 December, 1986, a copy of which is attached to the Complaint in
3 this action as Exhibit A, or with the Internal Revenue Service,
4 or which in any way refer to any Church of Scientology, the
5 Scientology religion, any member of any Church of Scientology,
6 any of the entities or individuals listed or referred to in
7 paragraph 1 of the "Mutual Release of All Claims and Settlement
8 Agreement" of December, 1986, a copy of which is attached to the
9 Complaint in this action as Exhibit A, or to the Internal Revenue
10 Service;

11 30. Any document of any kind, including receipts, cancelled
12 checks, invoices, billings or other documents referring to or
13 reflecting in any manner on the payment to you of money, from
14 December, 1986 until the present, by Joseph A. Yanny, Joseph A.
15 Yanny, P.C., Ford Greene, the Hub Law Offices, John Elstead,
16 James Rummond, John C. Rogalski, Toby Plevin, Graham Berry, David
17 Parker, Lewis, D'Amato, Brisbois and Bisgaard, Barry Van Sickle,
18 Richard Wynne, Cummins & White, Bent Corydon, Paul Morantz,
19 Richard Aznaran, Vicki Aznaran, their employees, agents,
20 representatives, officers, directors or assigns, in exchange for
21 your services or to reimburse you for expenses allegedly incurred
22 by you, in aiding them in legal disputes, other than your own,
23 with plaintiff or any of the entities or individuals listed or
24 referred to in paragraph 1 of the "Mutual Release of All Claims
25 and Settlement Agreement" of December, 1986, a copy of which is
26 attached to the Complaint in this action as Exhibit A;

27 31. Any document which refers to, concerns or mentions
28 plaintiff or any of the entities or individuals listed or

1 in any way ref to any Church of Sciento y, the Scientology,
2 the Scientology religion, any member of any Church of Scientology,
3 any of the entities or individuals listed or referred to in
4 paragraph 1 of the "Mutual Release of All Claims and Settlement
5 Agreement" of December, 1986, a copy of which is attached to the
6 Complaint in this action as Exhibit A, or to the Internal Revenue
7 Service.

WILSON, J & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I declare that I am employed in the City and County of San Francisco, California.

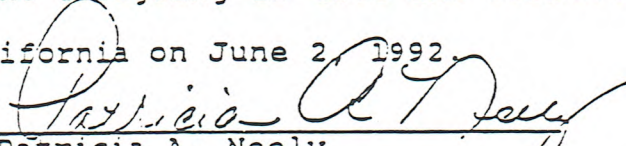
I am over the age of eighteen years and not a party to the within entitled action. My business address is 235 Montgomery Street, Suite 450, San Francisco, California.

On June 2, 1992, I caused the attached AMENDED NOTICE OF TAKING THE DEPOSITION OF DEFENDANT GERALD ARMSTRONG to be hand served via Lightning Messenger Service to the following at the address listed below:

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, California

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Francisco, California on June 2, 1992.


Patricia A. Neely

WILLIAMS, R.
235 Montgomery Street, Suite 450
San Francisco, California 94104

June 12, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415) 954-0938

Re: CSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

I am the designated representative of The Gerald Armstrong Corporation, and I am in receipt of your subpoena duces tecum ordering my appearance at your office on June 24, 1992 and the production at that time of documents described in Exhibit A to your subpoena.

Please be advised that compliance with the ordered production of documents necessitates a sifting through TGAC's document archive, selection therefrom of documents which fall into the 38 categories you have specified as "documents and things to be produced," and copying those documents.

TGAC's archive contains, as you know, extremely rare and valuable original works. These works must be handled by someone trained in handling such materials and completely trustworthy. I cannot hope to myself do the required sifting, selection and copying due to other more important demands on my time. Therefore TGAC will have to hire someone else who is trained and trustworthy. I will perform the actions required by your paragraph 5 under "definitions and explanations" of Exhibit A to your subpoena.

The charges for the work required by your subpoena duces tecum shall be at the rate of \$25.00 per hour for the document handler, \$0.15 per page for all copies produced, and \$35.00 per hour for my work in connection with compliance with your orders. Obviously TGAC does not enjoy the luxury of sub-minimum wage SO members in dealing with its documents. It is estimated that the document handler will take 64 hours to complete the assignment, and I will take 55 hours. It is impossible to estimate the number of copies at this time.

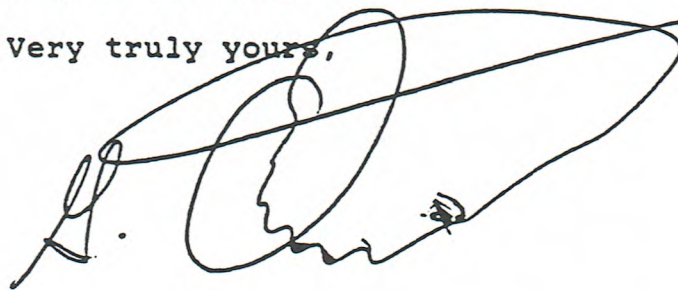
If this fee arrangement is acceptable to your client, and upon receipt of the estimated hourly amount; i.e., \$3525.00, I will have the work you require started. I regret having to ask

for payment up front, but your client has an undeniable reputation for not delivering what is promised, and specifically not paying its legal bills. As I'm sure you're aware, your client is even now refusing to pay, notwithstanding such payment is pursuant to the agreement it sought to enforce, the fees and costs incurred in its unsuccessful motion to enforce in Armstrong I.

If the fee and cost arrangement for document production is not acceptable to your client please advise me and cancel the June 24 deposition.

For purposes relating to this letter or the deposition of TGAC's representative, please communicate to me at Ford Greene's fax no. (415)456-5318, or tel. no. (415)258-0360. If you have any questions, please feel free to call.

Very truly yours,

A large, stylized handwritten signature in dark ink, likely belonging to Gerald Armstrong, written over a horizontal line.

Gerald Armstrong
President, TGAC

:ga

cc: Laurie J. Bartilson, Esquire
Ford Greene, Esquire
Paul Morantz, Esquire
Graham E. Berry, Esquire
TGAC

The Gerald Armstrong Corporation
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450

June 20, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415)954-0938

Re: CSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

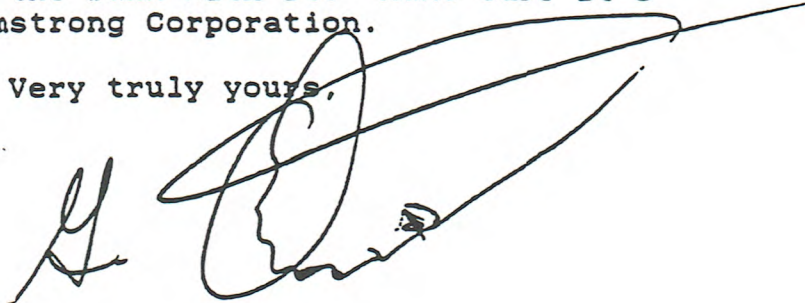
I didn't realize it until I received your letter of June 17 that the copying charge per page should have been fifty and not fifteen cents per page. I like fifteens, as you know by now, and naturally they sound like fifties. And we are all prone to phonetic errors, as everyone nose. But fifty is what the court's charge, and it's what we here in TGAC have to pay.

I am able to put my hands on approximately 3000 pages to be produced at the June 24 deposition and will have them copied upon receipt of your check in the amount of \$1,500.00 (fifteen hundred dollars), which I'm happy to hear you're happy to pay.

TGAC is not, by agreement to produce any documents upon payment of the copying charge, dropping its demand for \$25.00 per hour for its document handler and \$35.00 per hour for my time in connection with TGAC's involvement in this litigation. It is our position that your client has unclean hands which bar its use of the courts for any purpose; that the litigation against Gerald Armstrong is frivolous, brought in bad faith, and will ultimately be found to be a part of a massive criminal conspiracy to obstruct justice and subvert basic human rights; and that your involving of The Gerald Armstrong Corporation in this criminal conspiracy is an abuse of process. Therefore we expect payment for our time at the rates specified, unless money ceases to be currency.

We don't have much time before the June 24 deposition, and today's only Saturday, so if you do send your check by courier we'll rush right down to the bank with it. Make sure it's payable to The Gerald Armstrong Corporation.

Very truly yours,

A large, stylized handwritten signature in black ink, likely belonging to Gerald Armstrong, written over the closing and extending across the signature line.

Gerald Armstrong

IN AND FOR THE SUPERIOR COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

--oOo--

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation,

Plaintiff,

vs.

Case No. BC 052395

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Wednesday, June 24, 1992

REPORTED BY: SUSAN M. SKIGEN, CSR #5829

MARY HILLABRAND INC.

CERTIFIED SHORTHAND REPORTERS

520 SUTTER STREET / off UNION SQUARE SAN FRANCISCO, CA 94102

PHONE 415 / 788-5350 FAX 415 / 788-0657

CERTIFIED
COPY

2 They went out and filed that thing right
3 afterwards in 1987. They had no intention of honoring
4 anything that they said.

5 And I, you know, I knew, I sensed that all
6 this was just so much manipulation and so many lies upon
7 lies upon lies, you know. But here's hanging in the
8 balance Mike Flynn's life, my lawyer's lives, all of
9 these poor innocent people's lives. And it's
10 disgusting, they turned me into a whore. You guys, you
11 guys are just corrupt, just corrupt.

12 Q. So you signed this affidavit that you knew
13 to be false; right?

14 A. Yeah.

15 Q. Now, was this at the same time you signed
16 all the other documents?

17 A. Right.

18 Q. Now, and at the time you've referred to --
19 strike that.

20 MR. GREENE: Andy, we want to get out of
21 here at 4:30 and that's in like four minutes. Don't get
22 on a roll.

23 MR. WILSON: Well, when are we going to
24 reconvene this thing?

25 MR. GREENE: How about tomorrow?

1 MR. WILSON: Oh, we can do it tomorrow.

2 THE WITNESS: I don't think we can do it
3 this week.

4 MR. WILSON: Next week?

5 MS. BARTILSON: How about Tuesday next
6 week?

7 THE WITNESS: What day is that?

8 MR. GREENE: Tuesday.

9 MS. BARTILSON: June 30th.

10 MR. WILSON: 30th.

11 MR. GREENE: I think --

12 MS. BARTILSON: You were telling me before
13 that you were free last week.

14 MR. GREENE: I note that calendar is not
15 totally up to date. I think that would be okay, but I'm
16 not sure.

17 MS. BARTILSON: Let's see if we can nail it
18 down before we go. Is there a way you can check with
19 your office?

20 MR. GREENE: No, I've got to go back and
21 look at what's come in and look at my calendar cards
22 that haven't made it into the calendars yet.

23 MR. WILSON: Okay. That's okay with me,
24 the 30th or the 1st.

25 MR. GREENE: Let me call you tomorrow.

1 MR. WILSON: Wait a minute. No, yeah, it's
2 okay.

3 MR. GREENE: Is that all right?

4 MR. WILSON: Yes, the first is okay.

5 Well, I guess I got another two minutes
6 here.

7 Q. Did you get a copy of the videotape of the
8 signing?

9 A. No.

10 Q. Did you ask for one?

11 A. I don't recall if I did. I didn't get one
12 in any case.

13 Q. Have you ever looked at that videotape?

14 A. No.

15 Q. Do you know whether Mr. Flynn got one?

16 A. I don't.

17 Q. Did you get copies of the settlement
18 agreement and the other documents you signed?

19 A. I got some of them. I did not get others.

20 Q. Do you know which ones you didn't get?

21 A. I didn't get the affidavit. I didn't, I
22 think there's another, I'm just not sure. I have this
23 document and I think I have one more document and that
24 was all I got.

25 Q. The record should reflect when the witness

1 said this document, he was referring to Exhibit --

2 MR. GREENE: Six.

3 MR. WILSON: -- No. 6.

4 Q. The one that's right in front of you now,
5 is that the one you meant, Mr. Armstrong?

6 A. Right.

7 Q. My watch says exactly 4:30. I don't want
8 to -- if you want to leave at 4:30, you should leave.
9 We're not going to get that much further anyway.

10 MR. GREENE: Okay.

11 MS. BARTILSON: Can we just take two
12 minutes?

13 MR. WILSON: No, we've really got to go.

14 MS. BARTILSON: You said 4:30 to 5:00. I'm
15 not trying to be a jerk about this. If you won't give
16 me a date, then I'd just like a couple of, just to make
17 sure there's not something I wanted to ask you right
18 now, okay, unless you give me that you're definitely
19 coming back on the 30th or 1st because you're not being
20 definite.

21 MR. GREENE: I can't.

22 (Discussion off the record.)

23 MR. GREENE: I can't.

24 MS. BARTILSON: Then just give me two
25 minutes is all I'm asking.

1 MR. GREENE: We're done for today's
2 session, okay.

3 MS. BARTILSON: I don't think that's right.

4 MR. GREENE: That is right because I'm
5 telling you now that we are.

6 MS. BARTILSON: Well, we'll expect to see
7 you back here on the 30th, you told me earlier you were
8 free for the entire week and you know you did, so I
9 expect to see you.

10 MR. GREENE: You can have as many little
11 snippy expectations as you desire, I will check with my
12 calendar and I will call you tomorrow.

13 MR. WILSON: Please do.

14 (Whereupon the deposition was adjourned at
15 4:30 p.m. thereof.)

16 ---oOo---

17
18
19 GERALD ARMSTRONG

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE D. LEJARD
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI
EDWARD S. ZUSMAN

A PROFESSIONAL LAW CORPORATION
233 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

June 30, 1992

Via Facsimile 456-5318

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology v. Armstrong;
Our File No. SC102-003

Dear Mr. Greene:

I understand from our telephone conversation of yesterday that Gerald Armstrong refuses to appear for the continuation of his deposition on June 30, 1992, as tentatively agreed to at the conclusion of the first day of his deposition last Wednesday, June 24. You informed me that the reason for this refusal is that Mr. Armstrong was served with the Amendment to the Complaint in the referenced action which identified The Gerald Armstrong Corporation as Doe Defendant 1, and that Mr. Armstrong is seeking counsel to represent The Gerald Armstrong Corporation and will not proceed with his deposition until counsel is located.

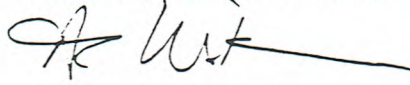
I asked whether you could represent The Gerald Armstrong Corporation, in addition to Mr. Armstrong. Your reply was that, with appropriate waivers, this might eventually happen, but that Mr. Armstrong wished to make an effort to find other counsel first.

I do not believe that the above is a sufficient reason for refusing to proceed with Mr. Armstrong's deposition. Clearly, his interests and those of The Gerald Armstrong Corporation are completely identical. Independent counsel for The Gerald Armstrong Corporation is certainly not necessary. I believe that this is another tactic employed by your client to delay the further taking and completion of his deposition. In any event, we believe that one week should be more than ample time for Mr. Armstrong to locate counsel for The Gerald Armstrong Corporation, or to learn that he will not be able to locate such counsel. We therefore insist that

you contact me as soon as possible and arrange for a suitable date for the continuation of Mr. Armstrong's deposition and that the date be no later than July 7, 1992.

Very truly yours,

WILSON, RYAN & CAMPILONGO

A handwritten signature in black ink, appearing to read 'A. Wilson', with a long horizontal stroke extending to the right.

Andrew H. Wilson

AHW-0399.LTR:pan

cc: Laurie J. Bartilson, Esq.
Paul Morantz, Esq.

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN*
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHALINA T. RAJKOWSKI
EDWARD S. ZUSMAN

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED "ATTORNEY SPECIALIST"
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

July 6, 1992

Via Telecopier 456-5318

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

Re: Church of Scientology v. Armstrong;
Our File No. SCI02-003

Dear Mr. Greene:

I am in receipt of your letter of today wherein you advised me that Mr. Armstrong would be available for the continuation of his deposition during the week of July 20, 1992. We will recommence Mr. Armstrong's deposition on Tuesday, July 21 at 9:30 a.m. at our offices and hopefully conclude by the end of the day on Wednesday, July 22. If more time is needed, we can make those arrangements at that time.

Very truly yours,

WILSON, RYAN & CAMPILONGO


Andrew H. Wilson

AHW-0411.LTR:pan

cc: Laurie J. Bartilson, Esq.
Paul Morantz, Esq.

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON ±
LAURIE J. BARTILSON +
HELENA K. KOBRIN ‡

(213) 661-4030
TELECOPIER (213) 662-6419

JAMES J. JACKSON
PETER M. JACOBS
WILLIAM D. KATZ
RANDALL A. SPENCER §
DEBRA S. TOBIAS
ROBERT A. WIENER #

* ALSO ADMITTED IN OREGON
± ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
+ ALSO ADMITTED IN MASSACHUSETTS
= ALSO ADMITTED IN FLORIDA
‡ ALSO ADMITTED IN ILLINOIS
ALSO ADMITTED IN OKLAHOMA

OF COUNSEL
KAREN L. BROWN
MARCELLO M. DI MAURO
JEANNE M. GAVIGAN
KAREN D. HOLLY ±

August 2, 1992

TELEFAX AND U.S. MAIL

Ford Greene
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

Re: Your Letter of July 29, 1992
CSI vs. Armstrong

Dear Mr. Greene:

As I noticed the depositions of Richard and Vicki Aznaran in this case, I am responding to your letter to Mr. Wilson of July 29th in which you unilaterally declare that the depositions of the Aznarans, now set for the 11th and 12th of August, will not occur.

First of all, you have your dates confused: The depositions were noticed on July 21st -- the day before you announced that you were going on vacation. As you may recall, the deposition of Armstrong was scheduled to start on the 21st but did not as you "forgot" to calendar it and so did not appear. It was on the 22nd, at the deposition that you announced to Mr. Wilson that you were going on vacation. Check the dates of the signing of the Notice of Deposition. You will see that these were sent out the day before your announcement, which you correctly state was made on July 22, 1992.

Throughout this case plaintiff has been faced with repeated delays and obstruction of discovery by defendant and his witnesses. The latest example was the recent deposition of Armstrong, which was clearly and timely set for two days. But because of your "forgetfulness" and then your announcement that you had other matters pending for the afternoon of the second day, that deposition was limited to one morning.

Re: Letter of July 29
Page 2

Now you attempt to block the Aznaran depositions by claiming that you will be on vacation. That may or may not be true. Regardless, you have co-counsel in this case. I expect and insist that between the two of you, you will work out defendant's representation at the two days of depositions.

Plaintiff intends to proceed with the deposition and fully expects counsel for the defendant to be present. Should defendant's counsel block the deposition, plaintiff will move to compel and seek sanctions for the continued, bad faith, obstruction of discovery in this litigation.

Sincerely yours,

BOWLES & MOSON

Laurie J. Bartilson

Laurie J. Bartilson

cc: John C. Elstead
Paul Morantz
Andrew H. Wilson
Richard and Vicki Aznaran

LJB:hg

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

--oOo--

CHURCH OF SCIENTOLOGY INTERNATIONAL,
a California not-for-profit religious
corporation,

**CERTIFIED
COPY**

Plaintiff,

vs.

No. BC 052395

GERALD ARMSTRONG; DOES 1 through 25,
inclusive,

Defendants.

DEPOSITION OF

GERALD ARMSTRONG

Wednesday, July 22, 1992

Volume II, Pages 179 - 293

REPORTED BY: KATHERINE NG, CSR NO. 6350

MARY HILLABRAND INC.

CERTIFIED SHORTHAND REPORTERS

520 SUTTER STREET / off UNION SQUARE SAN FRANCISCO, CA 94102

PHONE 415 / 788-5350 FAX 415 / 788-0657

1 so. There may be also a First Amendment associational
2 privilege involved as well. So pending further scrutiny
3 on both of those issues, I would instruct Mr. Armstrong
4 not to answer and support his refusal to a degree.

5 MR. WILSON: Q. Is it accurate that you own
6 some of those shares?

7 A. Yes, I do.

8 Q. Does anyone else besides you and Mr. Yanny own
9 stocks in that corporation?

10 A. Yes.

11 Q. How many individuals?

12 A. I believe nine.

13 Q. So that's a total of 11?

14 A. Yes.

15 Q. Who are on the board of directors of the Gerald
16 Armstrong Corporation?

17 A. Gerald Armstrong and Michael Walton.

18 Q. Is Mr. Walton also a stockholder?

19 A. Yes.

20 Q. You are the president of the Gerald Armstrong
21 Corporation?

22 A. Yes.

23 Q. Are there any other officers?

24 A. No.

25 Q. What other titles do you hold besides

1 president, if any?

2 A. I'm the senior baker.

3 Q. That's B-A-K-E-R?

4 A. Right. I'm the senior vice president for
5 contests and awards. There are a number of, I hold a
6 number of titles, positions in the corporation. Do you
7 want me to go through them?

8 Q. Sure.

9 A. Okay.

10 A. I'm just trying to recall the exact wording of
11 them.

12 Q. How about this, why don't you just tell me,
13 tell me the business of the Gerald Armstrong Corporation
14 is.

15 A. The Gerald Armstrong Corporation possesses a
16 number of Gerald Armstrong's artistic and literary works,
17 possesses rights to a number of his inventions and rights
18 to certain formulas, and is in the business of bringing
19 peace and exploiting its assets for commercial and
20 peaceful purposes.

21 Q. Okay. What does it do to exploit its assets
22 for commercial purposes? Make anything, sell anything?

23 A. It sells things and it makes things.

24 Q. What does it make?

25 A. It makes sculptures, cards, works of art,

1 A. Thanks.

2 Q. What poem does the Gerald Armstrong Corporation
3 have?

4 A. I call it the Nonconceivably Scientological
5 Poem.

6 Q. What is it about? What is in it?

7 A. Hard core poetry, art, essays, that's it.

8 Q. And why is it, why do you call it the
9 Nonconceivable Scientological Poem?

10 A. Because it has nothing to do with Scientology
11 in the sense that you use it.

12 Q. Except for the title; right?

13 A. Right. But that's only because you make a
14 distinction. You connect things. That's what lawyers
15 do. They connect this to that. They say there's some
16 connection. All things are connected.

17 Q. So you title this poem because of something I
18 connected? I don't understand. Maybe you can help me a
19 little bit. How does it --

20 A. I think that it's a good time to leave you with
21 this poem because it's now 13:32.

22 Q. You did say you would leave at 1:32, and it's
23 1:32, and as I said, I can't chain the door.

24 MR. GREENE: General housekeeping. I wasn't
25 served a subpoena. My deposition is to be taken on the

1 proposed date of July 31. As I told you during the
2 break, I will be on vacation from July 28 through August
3 7, so I won't be available for that.

4 My primary concern is the fact that a request
5 for production was affixed to that notice of deposition,
6 and what I need to know from you is whether you'll
7 require me to file my objections timely at this point or
8 whether or not I can do it at some later time when I'm
9 renoticed.

10 MR. WILSON: I don't have a problem with filing
11 objections at a later point. I would like to try to
12 agree on a continuation date for this deposition and
13 hopefully not on the record.

14 MR. GREENE: Sure.

15 MR. WILSON: And for Mr. Armstrong's deposition
16 as well.

17 MR. GREENE: Sure. And the other thing is to
18 make it official that I will be gone thorough that three
19 week period of time. And I will inquire, not that you
20 have to tell me, but as a matter of courtesy, whether
21 there will be any motions or any actions that your client
22 is planning during that period of time while I'm gone is
23 my primary concern.

24 MR. GREENE: Well, there is nothing pending
25 right now being planned. As I mentioned to you in the

1 discourse here, it is my recommendation to amend the
2 complaint. We need a motion for that or else a
3 stipulation.

4 MR. GREENE: I think that probably we can do
5 that by stipulation. Based on the testimony here today,
6 I assume that you would amend your complaint in at least
7 three regards, if we can talk about that. It is not the
8 kind of thing we would disagree about, and it would be
9 easier by stipulation.

10 MR. WILSON: The only thing we would do is to
11 do it by a motion to compel. I can't imagine getting the
12 transcript filed and heard. Unless some emergency comes
13 up, the answer is no.

14 MR. GREENE: Fine.

15 MR. WILSON: Off the record.

16 (Off-the-record discussion.)

17 MR. WILSON: Mr. Greene has given me the
18 following dates as being available for his or Mr.
19 Armstrong's deposition: August 19, 20, 26, 27 and 28. I
20 have informed Mr. Greene, I may very well be in trial on
21 those dates, and I will have clear them with co-counsel,
22 Ms. Bartilson and will get back to you hopefully today or
23 tomorrow.

24 (The deposition was adjourned at 1:40 p.m.)
25

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 661-4030

12 Attorneys for Plaintiff
13 CHURCH OF SCIENTOLOGY INTERNATIONAL

80
ORIGINAL FILED

JAN - 7 1993

**LOS ANGELES
SUPERIOR COURT**

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CHURCH OF SCIENTOLOGY	)	CASE NO. BC 052395
INTERNATIONAL, a California not-for-profit)	
religious corporation,	)	SEPARATE STATEMENT OF
	)	DEPOSITION QUESTIONS AND
	)	REQUESTS FOR INSPECTION OF
	)	DOCUMENTS TO BE COMPELLED
Plaintiff,)	
	)	[FILED CONCURRENTLY WITH
vs.	)	MOTION TO COMPEL]
)	
	)	DATE: February 19, 1993
GERALD ARMSTRONG; DOES 1 through	)	TIME: 8:30 a.m.
25, inclusive,	)	DEPT: 30
)	
	)	DISCOVERY CUT-OFF: None
Defendants.	)	MOTION CUT-OFF: None
	)	TRIAL DATE: May 3, 1992

THE QUESTIONS AT ISSUE

On June 24, October 7, and October 8, 1992, plaintiff, who was represented by Andrew J. Wilson of Wilson, Ryan & Campilongo, and Laurie J. Bartilson of Bowles & Moxon, took the deposition of Gerald Armstrong. Mr. Armstrong refused to answer many questions, and also refused to produce any documents. The Following questions or requests were posed to Mr. Amrstrong with his refusal to testify and/or produce documents:

A. DEPOSITION QUESTIONS CONCERNING ARMSTRONG'S WORK ON THE

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

17
18
19
20
21
22
23
24
25
26
27

18
19
20
21
22
23
24
25
26
27

19
20
21
22
23
24
25
26
27

20
21
22
23
24
25
26
27

22
23
24
25
26
27

23
24
25
26
27

25
26
27

26
27

27

1 Q. Looking at Exhibit 1 attached to the declaration, do you recall how it
2 came into your possession?

3 MR. GREENE: Again, Mr. Armstrong, if, in your response to the questions,
4 you would disclose any communications or transactions which transpired between
5 you and me or within the activities in my office, I would instruct you not to answer
6 the question. If, on the other hand, your response would not include a disclosure
7 of such information, you may.

8 THE WITNESS: Then I would not answer.

9 (GA Depo. Vol. III, pp. 322:19-324:21)

10 **QUESTION NO. 2:**

11 Q. The court reporter has handed you a document which purports to be a
12 declaration of Gerald Armstrong, again in the Aznaran case. The declaration itself
13 is ten pages in length, and it attaches several exhibits, all the way through Exhibit
14 5. I'll ask you to recognize that.

15 A. Yes.

16 Q. On page 10 of the declaration, is that your signature?

17 A. Yes.

18 Q. Did you, in fact, execute it on September 3rd, 1991?

19 A. Yes.

20 Q. Did you prepare this declaration yourself, Mr. Armstrong?

21 MR. GREENE: Again, I instruct you not to answer the question. Because it
22 would disclose intra-office procedures, don't answer it.

23 MS. BARTILSON: Q. Mr. Armstrong, was this declaration prepared at Mr.
24 Greene's office?

25 MR. GREENE: Again, don't answer the question. You may authenticate the
26 document, but do not answer any questions with respect to the nature, manner, or
27 means of its preparation.

28 MS. BARTILSON: Q. In fact, you prepared this document, not at Mr.

1 Greene's office, didn't you, Mr. Armstrong? You didn't prepare this document at
2 Mr. Greene's office, did you?

3 MR. GREENE: Same instruction.

4 (GA Depo. Vol III, pp. 329:15-330:18)

5 **QUESTION NO. 3:**

6 Q. Mr. Armstrong, without referring to the substance of any particular case,
7 could you tell me please: What are the duties, the sorts of duties, that you
8 currently perform for Mr. Greene, working in his office without referring to any
9 substance of any case?

10 A. Okay.

11 MR. GREENE: No. I'm going to instruct you not to answer that question.
12 The procedures that occur in my office are not going to be a subject of this
13 litigation. Don't answer that question.

14 THE WITNESS: Okay.

15 (GA Depo. Vol. III, pp. 335:25-336:12)

16 **QUESTION NO. 4:**

17 Q. Mr. Armstrong, since your last deposition on July 22nd, 1992, in this
18 case, have you performed any work at all for Mr. or Mrs. Aznaran concerning their
19 litigation presently pending in the Northern District of Texas?

20 MR. GREENE: Do not answer that question.

21 MS. BARTILSON: On what grounds?

22 THE WITNESS: Fifth Amendment.

23 MR. GREENE: No, not Fifth Amendment. Do not answer that question on
24 the grounds of attorney-client privilege, of work-product privilege and privacy.

25 MS. BARTILSON: We have an injunction preventing him from doing that
26 very activity in this case. It's highly probative. Are you going to instruct him not
27 to answer.

28 MR. GREENE: I am instructing him not to answer.

1 (Id. p. 336:13-337:6)

2 **QUESTION NO. 5:**

3 Q. Mr. Armstrong, have you done a substantial amount of work in the
4 Aznaran case since your last deposition in this case?

5 MR. GREENE: Same instruction. Same basis.

6 (Id. p. 337:7-10)

7 **QUESTION NO. 6:**

8 MS. BARTILSON: Q. Mr. Armstrong, did you have anything to do with
9 aiding Mr. Greene in his preparation of the opposition to defendants' motion in the
10 Aznaran case to change venue of the case to the Northern District of Texas?

11 MR. GREENE: Same instruction. Same basis.

12 (Id. p. 337:11-16)

13 **QUESTION NO. 7:**

14 Q. Mr. Armstrong, did you do any work at all in connection with the motion
15 for reconsideration of venue, change order, or the ex parte applications that Mr.
16 Greene filed in that case?

17 MR. GREENE: Same two positions. All these questions will receive the same
18 instruction and the same basis.

19 (Id. p. 337:17-23)

20 **QUESTION NO. 8:**

21 Q. Are you presently, in your capacity as a paralegal in Mr. Greene's
22 office, doing work in the Aznaran case?

23 MR. GREENE: Same objection and instruction as before.

24 (GA Depo. Vol.III, p.391:10-14)

25 **QUESTION NO. 9:**

26 Q. Mr. Armstrong, do you currently handle files in Mr. Greene's office
27 concerning the Aznaran case?

28 MR. GREENE: Same objection and instruction as before.

1 (Id. p. 391:15-19)

2 **QUESTION NO. 10:**

3 Q. Do you summarize depositions for Mr. Greene in the Aznaran case?

4 MR. GREENE: Same two positions.

5 (Id. p. 391:20-22)

6 **QUESTION NO. 11:**

7 Q. Working as a paralegal in Mr. Greene's office, do you interview
8 witnesses?

9 MR. GREENE: Same two positions.

10 (Id. p. 391:23-25)

11 **QUESTION NO. 12:**

12 Q. In your capacity as a paralegal in, quote, "Scientology litigation," close
13 quote, that you've described here in paragraph 2 of your affidavit, do you draft
14 pleadings for Mr. Greene's office?

15 MR. GREENE: Same two positions.

16 (Id. p. 392:1-6)

17 **QUESTION NO. 13:**

18 Q: Could you tell me, Mr. Armstrong: when was the last time you did any
19 work at all for Mr. Greene's office concerning the Aznarans?

20 MR. GREENE: Same two positions.

21 Q. And to make the record complete, could you also tell me, please: When
22 was the last time you performed any work for Mr. Greene's office concerning
23 any individual or group involved in a dispute with any Scientology entity?

24 MR. GREENE: Same two positions.

25 (Id. p. 392:7-16)

26 **QUESTION NO. 14:**

27 Q. Did you, at any time, since July 22nd, discuss, however briefly, with
28 either of the Aznarans any matters concerning their own case?

1 A. Broadly, yes.

2 Q. What did you discuss?

3 MR. GREENE: Let me take a break here.

4 (Sotto voce conversation between the witness and Mr. Greene.)

5 MR. GREENE: Go ahead.

6 MS. BARTILSON: Q. After discussing it with your attorney, Mr. Armstrong,

7 what's the answer to your question?

8 A. The extent of those matters was the relaying of a communication

9 from Mr. Greene or back and forth.

10 MS. BARTILSON: Q. You were relaying a communication from Mr. Greene

11 to the Aznarans?

12 A. It may have been that.

13 Q. May have been?

14 A. With the understanding that it could take the form as simple as, "Is

15 your fax machine on?"

16 Q. Did you fax things to the Aznarans?

17 MR. GREENE: Mr. Armstrong, I'm going to instruct you not to answer that

18 question based on attorney-work product privilege.

19 MS. BARTILSON: Did you assemble documents for the purpose of faxing to

20 the Aznarans?

21 MR. GREENE: Same instruction.

22 MS. BARTILSON: This is for the work product privilege concerning Mr.

23 Armstrong's case?

24 MR. GREENE: No. Concerning the Aznaran's case.

25 MS. BARTILSON: Concerning the Aznaran's case.

26 MR. GREENE: And based on general privacy concerns of my office --

27 MS. BARTILSON: Privacy concerns of your office. You won't let him tell

28 me whether or not he faxed anything to the Aznarans? MR. GREENE: That's

1 right.

2 (GA Depo. Vol. IV, pp. 448:9-450:1)

3 **QUESTION NO. 15:**

4 MS. BARTILSON: Mr. Armstrong, has Mr. Greene ever instructed you not to
5 work on the Aznaran file?

6 MR. GREENE: I'm going to object, and that objection is asserted on behalf
7 of Mr. Armstrong based on the attorney-client privilege. Do not answer that
8 question.

9 (Id. p. 450:2-8)

10 **QUESTION NO. 16:**

11 Q. Mr. Armstrong, other than relaying communication from Mr. Greene,
12 whether by fax or verbally, to the Aznarans concerning their case, have you had
13 any other communications with the Aznarans concerning their case?

14 MR. GREENE: That misstates his prior testimony. Don't answer the
15 question.

16 MS. BARTILSON: Hard to answer if I can't finish it. Why don't you let me
17 finish the question and raise the objection so we have a complete record?

18 MR. GREENE: I thought you said, "did you have any communications on
19 any other cases?" I thought you were finished. Sounded like the end of a
20 question to me.

21 MS. BARTILSON: No. Can you read back what I had so far?

22 (Record read.)

23 MS. BARTILSON: By George. I take it back. I finished the thought. I didn't
24 even know it. So he's not going to answer?

25 MR. GREENE: That is correct.

26 (Id. pp. 450:24-452:20)

27 **REASONS FOR COMPELLING RESPONSES TO CATEGORY A**

28 A central allegation in CSI's complaint is Armstrong's assistance via Ford

1 Greene to anti-Church litigants Richard and Vicki Aznaran. Id. Before the instant
2 litigation was started, Armstrong obtained employment in the offices of the
3 Aznarans' attorneys (first Joseph Yanny, then Ford Greene), and provided them
4 with assistance in the case of Vicki Aznaran and Richard Aznaran v. Church of
5 Scientology International, et al., U.S. District Court, Central District of California
6 No. CV-88-1786-JMI(Ex). Armstrong was enjoined from continuing to provide this
7 assistance by the Court's May, 1992 order. Armstrong's provision of aid to the
8 Aznarans is thus a central factual question raised by the complaint, and prohibited
9 both by the underlying settlement agreement and the injunction.

10 The questions set forth above obviously and directly address the issues of
11 whether or not Mr. Armstrong has, is and intends to continue to aid the Aznarans.
12 They seek basic information concerning the nature and extent of Armstrong's
13 breaches relative to the Aznarans.

14 Mr. Greene instructed Mr. Armstrong not to answer these questions,
15 claiming that the attorney-client privilege and the work product doctrine protected
16 discovery into these areas. These objections, however, are inapplicable to the
17 questions asked.

18 Pursuant to Evidence Code §954, a client has a privilege to refuse to
19 disclose, and to prevent another from disclosing, a confidential communication
20 between client and lawyer. A confidential communication between client and
21 lawyer "means information transmitted between a client and his lawyer in the
22 course of that relationship and in confidence by a means which . . . discloses the
23 information to no third persons other than those who are present to further the
24 interests of the client. . . ." Evid. C. §952. Thus, the fundamental requirement for
25 the attorney-client privilege to apply is that the question seek to discover the
26 content of an attorney-client communication. The privilege may not be used to
27 and does not conceal everything which refers to or is said and done in connection
28 with legal representation. E.g., Coy v. Superior Court (1962), 58 Cal.2d 210,

1 219-220, 23 Cal.Rptr. 393, 397-398, (date on which conversations between
2 client and attorney occurred is not "a matter within the purview of attorney-client
3 privilege, although it 'refers' to that relationship" and interrogatory questions
4 concerning date of communication with attorney should be answered.)

5 So, here, no attorney-client privilege can attach, on behalf of the Aznarans,
6 to questions such as the last date on which Armstrong did any work for Mr.
7 Greene's office on the Aznaran case; whether Armstrong assembled documents for
8 the purpose of faxing them to the Aznarans; whether Armstrong has been
9 instructed by his employer not to work on the Aznaran's file; or whether
10 Armstrong performed actions in Mr. Greene's office which assisted the Aznarans in
11 their litigation.

12 Nor can the limited work product privilege apply to these questions.
13 Pursuant to C.C.P. §2018, the "work product of an attorney is not discoverable
14 unless the court determines that denial of discovery will unfairly prejudice the party
15 seeking discovery in preparing that party's claim or defense or will result in an
16 injustice." Only writings which reflect "an attorney's impressions, conclusions,
17 opinions or legal research or theories" are completely protected from discovery.

18 In this case, the questions asked of Armstrong in deposition do not probe
19 into Mr. Greene's work product at all; they certainly have nothing to do with his
20 writings. The questions seek to establish whether or not Armstrong has breached
21 the agreement and the injunction by aiding the Aznarans. They do not probe the
22 content of any writings, nor have they asked for production of work generated by
23 either Armstrong or Greene on the case. Indeed, the only questions asked which
24 specifically pertain to matters at issue in the Aznaran case were questions which
25 sought to ascertain the degree of Armstrong's participation in the preparation of
26 materials that were filed in that case, and are thus part of the public record.

27 Under these circumstances, Armstrong should be ordered to return to
28 deposition, and to answer fully each of the questions set forth above, along with

1 any relevant follow-up questions which those answers may generate.

2 **B. DEPOSITION QUESTIONS CONCERNING ARMSTRONG'S CONTINUING**
3 **PROVISION OF ASSISTANCE TO OTHER LITIGANTS**

4 **QUESTION NO. 17:**

5 Q. Mr. Armstrong, while working in Mr. Greene's office, have you provided
6 assistance to any other individuals who are engaged in disputes with the Church of
7 Scientology International or any other entity that's covered by the settlement
8 agreement?

9 MR. GREENE: Same two positions.

10 MS. BARTILSON: That's at any time since he came to work at your office?

11 MR. GREENE: That's absolutely right.

12 (GA Depo. Vol III, p. 338:2-11)

13 **QUESTION NO. 18:**

14 Q. When in 1992 did you speak to Richard Behar?

15 A. Sometime in the spring.

16 Q. Do you recall if it was before or after the hearing in front of Judge
17 Dufficy?

18 A. I believe it was after.

19 Q. Do you recall if it was before or after your first appearance in Los
20 Angeles after this case had been transferred to Los Angeles?

21 A. It may have been.

22 Q. It may have been before?

23 A. Before or after.

24 Q. Okay. Was this the only occasion on which you spoke to Mr. Behar in
25 1992, or was there more than one?

26 A. There may have been two, but I have no recollection when or if.

27 Q. Was it by telephone?

28 A. Yes.

1 Q. Did you call him or did he call you?

2 A. I believe I called him.

3 Q. Do you call the reason for your telephone call to Mr. Behar?

4 A. I think it had to do with the organization's suing either Time or
5 Reader's Digest for the reprint of the Time article.

6 Q. So someone suing Time or Reader's Digest was your reason for calling
7 Mr. Behar?

8 A. Someone?

9 Q. Right.

10 A. No.

11 Q. Then I misunderstood.

12 A. The organization's suit.

13 Q. Okay.

14 A. Right.

15 Q. Are you a party to that suit?

16 A. I'm sorry?

17 Q. Are you a party to that suit?

18 A. No.

19 Q. To the best of your recollection, what did you say to him, and what
20 did he say to you?

21 MR. GREENE: At this point, Mr. Armstrong, I'm going to instruct you not to
22 answer that question based on attorney-client, work-product and joint defense
23 privileges.

24 MS. BARTILSON: Mr. Greene, just so I understand this when we take it in
25 front of the judge, could you elaborate a little bit on --

26 MR. GREENE: -- what a client --

27 MR. GREENE: -- not at this time, Counsel. I would be happy to meet and
28 confer with you later, but I will not do it now.

1 (Id. pp. 386:6-388:8)

2 **QUESTION NO. 19:**

3 Q. Did you provide any aid to Bent Corydon or his attorney, Toby Plevin, of
4 any kind beyond testifying?

5 A. Yes.

6 Q. What aid did you provide them?

7 MR. GREENE: Hold on. Mr. Armstrong, there may be applicable here on
8 behalf of Ms. Plevin an attorney-work product privilege. So if, in response to this
9 answer -- I'm not exactly sure. I just would caution you -- Can we go off the
10 record a second, please?

11 (Pause in proceedings.)

12 MR. GREENE: Back on the record. With respect to the pending answer, for
13 the time being, I'm going to instruct Mr. Armstrong not to answer for the purpose
14 of notifying Ms. Plevin regarding the information that's sought so as to provide her
15 with an opportunity to assert any rights that she may consider are appropriate for
16 her to assert in that regard. So for now, my instruction to you, Mr. Armstrong, is:
17 Don't answer the question.

18 (GA Depo. Vol IV, pp. 424:15-425:10)

19 **QUESTION NO. 20:**

20 Q. You've already testified that you provided assistance to Ms. Plevin on
21 Mr. Corydon's case. Now I am asking you if, during this time period when you
22 were assisting her clerically, if that was any of the assistance you provided on Mr.
23 Corydon's case.

24 MR. GREENE: I think the same objection I imposed earlier. It may be by
25 disclosure, whatever Mr. Armstrong did for Ms. Plevin, that from such
26 information, inferences can be drawn that would impact her attorney-work
27 privilege. And so on those grounds, and for the time being, I will instruct you, Mr.
28 Armstrong not to answer pending an opportunity for Ms. Plevin to assert her

1 rights, such as they may be.

2 MR. BARTILSON: Since I haven't asked for substance, I think that's a
3 patently --

4 MR. GREENE: I stated the grounds for my objection, and the --

5 MS. BARTILSON: Could I finish my sentence, please?

6 MR. GREENE: No, I'm sorry. And the instruction will stand. So you can do
7 whatever you like. But the instruction will stand, Ms. Bartilson.

8 (Id. pp. 428:6-429:4)

9 QUESTION NO. 21:

10 Q. Mr. Armstrong, other than the few days that you've described when you
11 provided clerical service to Ms. Plevin, have you been employed by her in any
12 capacity?

13 MR. GREENE: Relating to Scientology litigation?

14 MS. BARTILSON: In general.

15 MR. GREENE: Don't answer the question. It's irrelevant and not calculated
16 to lead to admissible evidence.

17 (Id. p. 430:6-15)

18 QUESTION NO. 22:

19 Q. Listen, please, very carefully, Mr. Armstrong. I am not asking you about
20 providing anything. That's not part of this question. What you do isn't part of it
21 yet. All I'm asking is: Did Ms. Plevin ask you for help?

22 MR. GREENE: He testified that she didn't.

23 MS. BARTILSON: Q. In connection with any litigation -- just help in
24 connection with any litigation in which she represents someone against any Church
25 of Scientology related entity. That's all. Did she ask you for help?

26 A. As you've stated it, no.

27 Q. Did she ask you for help of other kind?

28 A. Yes.

1 Q. Whether or not she asked you for it, did you help her with any anti-
2 Scientology litigation in any way?

3 A. Yes.

4 Q. And what did you do?

5 MR. GREENE: Same instruction, Mr. Armstrong. Same reasons.

6 (Id. p. 434:5-25)

7 **QUESTION NO. 23:**

8 Q. Mr. Armstrong, do you know Tilly Good?

9 A. Yes. In the sense -- when you say "know," I know of her existence,
10 yes.

11 Q. Have you ever spoken with Ms. Good?

12 A. Yes.

13 Q. On how many occasions?

14 A. Perhaps four.

15 Q. Have you ever met Ms. Good?

16 A. No.

17 Q. Have you ever worked on her case file?

18 MR. GREENE: Objection. Attorney-client work product privilege. All of the
19 prior objections which would be work product, privacy, interference with right to
20 counsel and attorney-client.

21 MS. BARTILSON: These are asserted on behalf of Ms. Good.

22 MR. GREENE: That's correct. Well, no. Attorney-client and work product
23 are asserted on behalf of Ms. Good. And privacy is asserted on behalf of my office
24 generally. And Sixth Amendment is asserted on behalf of Ms. Good.

25 MS. BARTILSON: Q. When is the first time you remember speaking with
26 Ms. Good, Mr. Armstrong?

27 A. Some months ago.

28 Q. In 1992?

1 A. I believe so.

2 Q. Was it before April 1992?

3 A. I don't recall.

4 Q. When is the last time you recall speaking to Ms. Good?

5 A. Perhaps a month ago.

6 Q. Have you provided Mr. Greene with any assistance in working on Ms.
7 Good's case?

8 A. [sic - MR. GREENE:] I'm going to instruct you not to answer based on
9 ambiguity and vagueness.

10 MS. BARTILSON: Ambiguity and vagueness?

11 MR. GREENE: Right.

12 MS. BARTILSON: Q. Is Mr. Greene Ms. Good's attorney?

13 A. Yes.

14 Q. Does Ms. Good have a dispute with one or more Churches of
15 Scientology?

16 MR. GREENE: And with respect to that, Mr. Armstrong, I will instruct you
17 not to answer the question based on attorney-work product privilege.

18 MS. BARTILSON: Q. Mr. Armstrong, do you have personal knowledge
19 whether or not Ms. Good has a dispute with any Church of Scientology?

20 MR. GREENE: Again, same instruction. Don't answer the question.

21 MS. BARTILSON: Q. Or if she had one?

22 MR. GREENE: Same instruction.

23 MS. BARTILSON: I find this a little curious, Mr. Greene, since you have
24 been bombarding my office with letters concerning Ms. Good's dispute. I can
25 hardly see how you claim that's privileged information.

26 (GA Depo. Vol IV, pp. 451:22-454:4)

27 **QUESTION NO. 24:**

28 Q. Mr. Armstrong, do you know Denise Cantin?

1 A. Yes.

2 Q. Had you ever met Ms. Cantin -- Dr. Cantin?

3 A. Yes.

4 Q. Where did you meet her?

5 A. At the Hub law office.

6 Q. On how many occasions have you met Dr. Cantin?

7 A. One.

8 Q. When was that?

9 A. I would say approximately --

10 MR. GREENE: Wait, wait, wait. Actually, Mr. Armstrong, I'm going to
11 instruct you not to answer that question, and I'm going to -- that instruction is
12 based on the attorney-client privilege, because I do not want Scientology knowing
13 anything about the frequency or anything else that I meet with my clients. So
14 don't answer the question. And I would also add two other objections, which is
15 the right to privacy and interference with the right to counsel.

16 (Id. pp. 454:5-455:2)

17 **QUESTION NO. 25:**

18 Q. Have you spoke with Dr. Cantin on the telephone?

19 A. Yes.

20 Q. Have you discussed with Dr. Cantin her dispute with any Churches of
21 Scientology?

22 MR. GREENE: And there, the same objections apply. The same instruction.

23 (Id. p. 455:9-15)

24 **QUESTION NO. 26:**

25 Q. Do you know Ed Roberts?

26 A. Yes.

27 Q. Have you met Mr. Roberts?

28 A. Yes.

1 Q. Where did you meet Mr. Roberts?

2 A. In Boulder Creek.

3 Q. When was that?

4 MR. GREENE: And with respect to that, Mr. Armstrong, I'll give you the
5 same instruction. And the -- for the same reasons as applied to Roberts.

6 (Id. p. 455:20-456:4)

7 **QUESTION NO. 27:**

8 Q. Have you spoken with Mr. Roberts since the time you interviewed him in
9 November of 1991?

10 A. Yes.

11 Q. How many times?

12 A. Perhaps seven.

13 Q. Have you discussed with him on any of those seven occasions his
14 dispute with one or more Churches of Scientology?

15 MR. GREENE: I'm going to draw the line there and instruct you not to
16 answer for the same reasons previously stated.

17 (Id. p. 457:3-14)

18 **QUESTION NO. 28:**

19 Q. Since November 1991, have you helped Mr. Greene, prepare any
20 documents in connection with the Roberts case?

21 MR. GREENE: As to that, I will draw the line and instruct you not to answer
22 the question based on the reasons previously stated.

23 MS. BARTILSON: Q. Since November of 1991, have you had any
24 discussions with Mr. Greene concerning the substance of Mr. Roberts' claims
25 against any of the Churches of Scientology related entities?

26 MR. GREENE: Same instruction; same reasons.

27 (Id. p. 457:18-23)

28 **QUESTION NO. 29:**

1 MS. BARTILSON: Q. Since November of 1991, have had any discussions
2 with Mr. Roberts or have you been present in any discussions between Mr. Roberts
3 and others concerning his claims against Church of Scientology or any related
4 entities?

5 MR. GREENE: Same instruction; same reasons.

6 MS. BARTILSON: Q. I'd like to ask those questions concerning both Ms.
7 Good and Dr. Cantin, and I assume they will be the same.

8 MR. GREENE: I will stipulate as to the same questions with the same two
9 positions in response as to Tilly H. Good and Denise Cantin.

10 (Id. pp. 457:24-458:17)

11 **REASONS FOR COMPELLING RESPONSES TO CATEGORY B**

12 The Aznarans are not the only litigants against the plaintiff that Armstrong
13 has aided, despite the agreement and court order which prohibit him from doing
14 so. Armstrong has also admitted to providing aid to numerous litigants and
15 claimants against CSI or other persons and entities protected by the agreement and
16 the order, including Bent Corydon, Tillie Good, Ed Roberts and Denise Cantin.
17 However, as demonstrated by the questions recited supra, all efforts to ascertain
18 the timing and extent of the aid provided to these people by Armstrong were met
19 with claims of attorney-client and work product privilege. As with the questions
20 concerning the Aznarans, these questions do not seek the content of the
21 communications between client and lawyer, but the dates and facts concerning
22 Armstrong's breach of contract. Armstrong should be ordered to return to
23 deposition, and respond to these questions in full.

24 C. **DEPOSITION QUESTIONS CONCERNING THE AMOUNT ARMSTRONG**
25 **RECEIVED IN SETTLEMENT**

26 **QUESTION NO. 30:**

27 Q. ... were you aware of the general terms as opposed to the specific
28 language that was contained in the agreement?

1 A. Only in that Mr. Flynn and I had arrived at a figure, so I was aware of
2 that.

3 Q. And what was that figure?

4 A. I am not --

5 MR. GREENE: Same instruction.

6 THE WITNESS: -- permitted to discuss that.

7 MR. GREENE: Don't answer the question.

8 MR. WILSON: Q. In fact, how much money did you receive from the
9 settlement, Mr. Armstrong?

10 A. I am not permitted to discuss that.

11 Q. Because of what?

12 A. Because of agreements which I will honor.

13 Q. And those agreements are between you and who?

14 A. Mr. Flynn.

15 Q. So between you and Mr. Flynn you agreed not to disclose that
16 amount?

17 A. Right, and I have not.

18 (GA Depo. Vol I, pp. 70:25-71:21)

19 **QUESTION NO. 31:**

20 Q. Now, this 30 pieces of silver that you were paid, you refused to tell
21 me how much that was; right?

22 A. Right.

23 Q. And that's despite the fact that you're -- let me ask you this, you're
24 aware that Mr. Joe Yanny sought to intervene in this action as an amicus, as a
25 party; is that correct?

26 A. Right.

27 Q. And you're aware that Mr. Yanny's attorney, Graham Berry, filed a
28 brief in which he said you were paid \$800,000; right?

1 A. I have seen that stated a number of times.

2 Q. And you're aware that your attorney, Mr. Greene, filed a brief in
3 which he adopted the brief filed by Mr. Berry?

4 A. Okay.

5 Q. Okay?

6 A. I'm accepting your representations but I have no reason to --

7 Q. Are you aware of that or not?

8 A. I have no reason to argue. I'm agreeing with you.

9 Q. With that background, I'm going to ask you is it true you were paid
10 \$800,000?

11 A. Again, I have never stated that to anyone and I have honored my
12 agreement with Michael Flynn in that regard. What other people chose to say
13 about it is up to them.

14 Q. And it's your position that your agreement with Mr. Flynn requires
15 you not to disclose that even though you're here testifying under oath?

16 A. Right.

17 Q. And that the notice of your deposition, since you're a party to this
18 action, is the equivalent to a subpoena?

19 A. By which you mean, if therefore you're stating that anybody were to
20 subpoena in the future would be therefore obliged to produce their settlement
21 agreements and you would not object to that, then now we're talking a whole
22 different ballgame.

23 Q. No. All I'm saying --

24 A. I know what you're saying.

25 Q. Do you understand that you're here under a procedure equivalent to a
26 subpoena and you are nevertheless refusing to answer my question?

27 MR. GREENE: Don't answer that. That's an argumentative question.

28 MR. WILSON: Do you understand that, Mr. Greene?

1 MR. GREENE: I'm not being deposed here. He is instructed not to answer.

2 MR. WILSON: Let me ask you this --

3 MR. GREENE: You get the answer from the witness. The witness said, "I'm
4 not going to answer that, I'm going to honor my agreement with Mr. Flynn." Your
5 inquiry has been responded to. You've got the appropriate procedures to move to
6 compel. I'm sure you will, so let's move on.

7 (GA Depo. Vol I, pp. 115:5-117:16)

8 **QUESTION NO. 32:**

9 Q. Did you give away the money that the Church paid you in settlement?

10 A. Well, I'm, that's not a very well worded question, because I gave
11 away all my assets including all my money.

12 Q. When?.

13 A. When? August 1990?

14 * * *

15 Q. What did you have in August 1990 that you gave away?

16 A. Cash, property, stocks, rights and debts owed to me.

17 Q. Okay. Let's start with the cash. How much cash did you give away?

18 A. I don't think that's appropriate for me to get into. I decline to answer.

19 Q. Well, I'll tell you why it's relevant. And if it isn't, it can be made
20 relevant by the complaint. Under the Fraudulent Conveyance Act, fraudulent
21 conveyances are defined in a number of ways, including transfers without
22 considerations, which these are by virtue of Mr. Armstrong's testimony.

23 A. By which you mean therefore every donation made by every
24 Scientologist is of necessity a fraudulent conveyance? Are you certain that every
25 donation made by anyone to charity is a fraudulent conveyance? I think that you --

26 Q. I'm just explaining the relevance of the question to you. You testified
27 that you gave away your assets, that you received no monetary consideration for
28 them. I believe that qualifies as a fraudulent conveyance under the California

1 Code. I cannot recall whether it's either 4139 or 4169. I can get it. One is
2 transfer without consideration of a creditor as defined for anyone with a claim,
3 which would include the Church of Scientologist [sic -Scientology] in this case.
4 There is no claim of fraudulent conveyance in the complaint now. It will be
5 amended so you can answer the question now, or you can answer them later. It's
6 your choice. As of this instance, there is no fraudulent conveyance claim because
7 I just learned of it; there will be one. So if your lawyer objects on the ground of
8 relevance, technically he's correct now, but he won't be in the future. So you can
9 answer now or you can answer later.

10 A. Now, you answer me. Scientology complains of things which
11 apparently they claimed occurred from June 1991 forward not only that, but they
12 sued me in 1992. A year and a half following the conveyance. You tell me.

13 Q. Tell you what?

14 MR. GREENE: Listen, Gerry, if you don't want to answer the question, don't
15 answer the question. Let's move on.

16 THE WITNESS: Okay. Go ahead.

17 MR. GREENE: At this point, no answer.

18 (GA Depo. Vol. II, pp. 267:16-271:6)

19 **QUESTION NO. 33:**

20 MR. WILSON: Q. I'm going to ask the question again. Were you paid
21 \$800,000?

22 MR. GREENE: Asked and answered. Don't answer that question.

23 MR. WILSON: Are you instructing him not to answer that question?

24 MR. GREENE: If he does not want to answer the question based on his
25 agreement with Mr. Flynn, yes.

26 MR. WILSON: And is there any other basis for your instructing him not to
27 answer?

28 MR. GREENE: Yes, attorney-client privilege.

1 MR. WILSON: Attorney-client privilege?

2 MR. GREENE: Yes, between him and Flynn.

3 MR. WILSON: The fact that he received a sum of money is an attorney-
4 client communication, is that what --

5 MR. GREENE: No, Mr. Wilson, I'm not going to debate the merits with you,
6 as you know [sic - now] incredulously make your inquiries. Just ask your
7 questions, get your answers and move on.

8 MR. WILSON: All I'm trying to do is understand your positions, because
9 although I sort of doubt it, I think if I understood them, maybe we'll get
10 somewhere. But I'm having trouble understanding how the receipt of a sum of
11 money could be an attorney-client communication.

12 MR. GREENE: Well, I'm sorry.

13 MR. WILSON: Unless there's some kind of code that says if I pay you a
14 dollar come here Tuesday.

15 MR. GREENE: You want to continue with that, we'll walk, and I --

16 MR. WILSON: You know you can walk any time you want.

17 MR. GREENE: Right, we will.

18 MR. WILSON: And you let me finish.

19 MR. GREENE: No, I'm not going to let you finish and I -- Shut up. You
20 watch your mouth. You quit abusing him. He's giving you the answer. If you
21 don't like the answer, that's tough, move to compel, but shut up and quit
22 badgering him and quit badgering me, you understand me?

23 MR. WILSON: Mr. Greene, I have no trouble understanding you, although
24 you're attempting to threaten me, I don't feel threatened.

25 MR. GREENE: I really don't care. I'm telling you that you act like a
26 gentleman, okay. The witness has told you he's not going to answer your
27 question. I've told you he's not going to answer your question. Now move on.

28 MR. WILSON: And you've told me to shut up three times.

1 MR. GREENE: I don't care how many times.

2 MS. BARTILSON: He shouted at you to shut up three times, let's be
3 specific.

4 MR. WILSON: You shouted at me.

5 MR. GREENE: I deleted the expletive.

6 MR. WILSON: I appreciate it.

7 MR. GREENE: Ask a question and move on.

8 MR. WILSON: I'll ask whatever questions I want. I'll make whatever
9 comments I want on the record. And unlike you, I don't need to do it -- you can
10 shout at me all you want and you don't scare me.

11 MR. GREENE: I really don't care.

12 MR. WILSON: I'm going to ask you one more time if you feel that the act of
13 Mr. Armstrong receiving a sum of money is attorney-client communication, is that
14 your position?

15 MS. BARTILSON: I think he's nodding, but it's hard to tell.

16 MR. GREENE: You've got my response.

17 (GA Depo. Vol. I, pp. 117:17-120:13)

18 **QUESTION NO. 34:**

19 Q. Did you invest some of the proceeds of what you had received from
20 the settlement?

21 A. I think that what I did with the proceeds are not a correct subject.
22 It's a matter of privacy.

23 Q. So you're refusing to answer the question?

24 A. Right.

25 (GA Depo. Vol IV, pp. 459:23-460:3)

26 **QUESTION NO. 35:**

27 Q. Okay. If I ask you any other questions concerning what you did with
28 the proceeds form the settlement, you'll refuse to answer all of those questions as

1 well?

2 A. Right.

3 Q. And if I ask you how much of the proceeds were still remaining in
4 your pocket at some period later when you gave away all your assets on the
5 instruction of God, you won't tell me that either, correct?

6 A. Correct.

7 (GA Depo. Vol IV, pp. 460:20-461:4)

8 **REASONS FOR COMPELLING RESPONSES TO CATEGORY C**

9 Armstrong claims, as an affirmative defense, that the consideration which he
10 received pursuant to the settlement agreement was inadequate. [Amended
11 Answer, Aff. Def. No. 19] The agreement itself provided that a lump sum amount
12 would be given to Armstrong's attorney, for the settlement of multiple cases, and
13 that Armstrong's attorney would be responsible for ensuring that Armstrong was
14 paid an adequate amount. CSI was not made privy to this transaction between
15 Armstrong and his attorney. Accordingly, to counter this defense, CSI must
16 discover from Armstrong the amount that he was actually paid.

17 Armstrong has told the media how much he was paid in settlement; he
18 adopted fully the briefing and exhibits filed by Joseph Yanny in this action which
19 included documentation and argument asserting that Mr. Armstrong received
20 \$800,000 in settlement. Nonetheless, as demonstrated above, Armstrong refused
21 to testify as to how much he received, claiming he wanted to "honor" an
22 "agreement" not to disclose the amount. Plaintiff requests that Armstrong be
23 compelled to admit the amount in a verified writing or return to deposition and
24 answer the question under oath.

25 Similarly, Armstrong refused to testify as to what he had done with the
26 proceeds. The agreement includes a trust placed on that amount to guarantee the
27 payment of liquidated damages in the event of breach. Plaintiff is entitled to full
28 disclosure of Mr. Armstrong's wastrel activities and conveyances in order to secure

1 the judgment to which they are entitled. Therefore, plaintiff requests that
2 Armstrong be required to return to deposition and fully respond to all of the
3 remaining unanswered questions concerning his disposition of the settlement
4 proceeds.

5 **D. DEPOSITION QUESTIONS CONCERNING MR. ARMSTRONG'S**
6 **DISCUSSIONS WITH MICHAEL WALTON ABOUT THE SETTLEMENT**
7 **QUESTION NO. 36:**

8 Q. And did Mr. Flynn tell you that the liquidated damages provisions
9 were reciprocal, that they could be enforced against the Church as well as against
10 you?

11 A. I don't know that he did.

12 Q. Okay.

13 A. This was something that another lawyer advised me of because I
14 specifically asked about that and he said in order for them to enforceable, they
15 would have to be reciprocal.

16 Q. And who was that other lawyer?

17 A. That was Walton.

18 Q. And when did you meet with him?

19 A. The morning before signing it.

20 ...

21 Q. And did you tell him what your concerns were about the settlement
22 agreement?

23 A. I think that anything else regarding what we went into, I would
24 decline regarding that communication and just maintain the attorney-client privilege
25 with regards to my communications with Walton.

26 Q. Your attorney can advise you on this, but you can't tell me part of the
27 communication and then decline to tell me the rest of it.

28 A. Okay. Then I'll withdraw that earlier part.

1 Q. You can't do that either.

2 A. Well --

3 Q. You've disclosed it. You can't disclose part of it and then refuse to

4 tell me what happened in the rest of it.

5 A. Oh, okay. Well, I'm going to maintain it in any case.

6 Q. Okay. So I don't want to waste a lot of our time asking you anymore

7 questions about it --

8 A. No, don't.

9 Q. Please let me finish.

10 A. Okay.

11 Q. I don't want to waste time asking questions that you won't answer.

12 If I ask you any more questions about the meeting between you and Mr. Walton,

13 the substance of what happened, will you refuse to answer on the basis of

14 attorney-client privilege?

15 A. Right.

16 Q. Other than what you've already testified to.

17 A. Right.

18 Q. And I don't want to get Mr. Greene angry at me again for questioning

19 him, but are you instructing him not to answer or is he just doing it on his own?

20 MR. GREENE: No, I'm instructing him not to answer and we'll litigated [sic -

21 litigate] that.

22 MR. WILSON: So if I ask him any more questions about his conversations

23 with Mr. Walton, about the once that occurred at their meeting that he's testified

24 to, you'll instruct him not to answer?

25 MR. GREENE: Right.

26 MR. WILSON: And the basis will be attorney-client privilege?

27 MR. WILSON [sic - GREENE]: Correct.

28 (GA Depo. Vol I, pp. 163:7-166:24)

1 **REASONS FOR COMPELLING RESPONSES TO CATEGORY D**

2 Armstrong has claimed as a defense to this action that his own attorneys
3 told him that the agreement was unenforceable before he signed it. Armstrong has
4 testified that he discussed the settlement agreement with one of those attorneys,
5 Michael Walton, before he signed the agreement. Although Armstrong has
6 previously and specifically waived any attorney-client privilege concerning his
7 discussions with attorneys about the settlement agreement, he refused, in
8 Question 36, to answer any questions about this conversation based on the
9 attorney-client privilege. This is patent abuse of the discovery process. Once
10 waived, the privilege cannot be resurrected at a party's whim. Armstrong should
11 be compelled to return to deposition immediately and respond to a full inquiry as to
12 his conversation(s) with Mr. Walton concerning the settlement agreement.

13 **E. DOCUMENT REQUEST TO DEFENDANT GERALD ARMSTRONG**

14 **REQUEST NO. 1:**

15 1. All documents in your possession which in any way discuss, mention,
16 concern, relate or refer to the Church of Scientology International, the Religious
17 Technology Center, L. Ron Hubbard, any Church of Scientology, or any of the
18 entities or individuals listed or referred to in paragraph 1 of the "Mutual Release of
19 All Claims and Settlement Agreement" of December, 1986, a copy of which is
20 attached to the Complaint in this action as Exhibit A;

21 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 1:**

22 1. Too general to be susceptible of reasonable interpretation. Attorney-
23 client privilege. Attorney work product privilege. Joint defense privilege.
24 Obtainable from some other source. Unreasonably cumulative. Unduly
25 burdensome and expensive. First amendment free speech privilege. Privacy
26 privilege. Psychotherapist patient privilege. First amendment religious liberty
27 privilege.

28 **REQUEST NO. 12:**

1 12. All documents which relate to or concern Steven Hunziker, Kate
2 Schuchmann or Virginia Sanders' legal disputes with plaintiff or any of the entities
3 or individuals listed or referred to in paragraph 1 of the "Mutual Release of All
4 Claims and Settlement Agreement" of December, 1986, a copy of which is
5 attached to the Complaint in this action as Exhibit A, including, without limitation,
6 correspondence, memoranda, notes, invoices, billing slips, tape recordings,
7 videotapes or records of any kind;

8 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 12:**

9 12. Too general to be susceptible of reasonable interpretation. Attorney
10 work product privilege. Joint defense privilege. Obtainable from some other
11 source. Unreasonably cumulative. Unduly burdensome and expensive. First
12 amendment free speech privilege. First Amendment religious liberty. Privacy
13 privilege.

14 **REQUEST NO. 13:**

15 13. All correspondence of any kind which you received from Steven
16 Hunziker, Kate Schuchmann or Virginia Sanders, their employees, agents,
17 representatives, attorneys, officers, directors or assigns, after December 6, 1986,
18 which relates to or concerns the plaintiff or any of the entities or individuals listed
19 or referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
20 Agreement" of December, 1986, a copy of which is attached to the Complaint in
21 this action as Exhibit A.

22 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 13:**

23 13. Too general to be susceptible of reasonable interpretation. Attorney
24 work product privilege. Joint defense privilege. Obtainable from some other
25 source. Unreasonably cumulative. Unduly burdensome and expensive. First
26 amendment free speech privilege. First Amendment religious liberty. Privacy
27 privilege.

28 **REQUEST NO. 14:**

1 14. All correspondence of any kind which you sent to Steven Hunziker,
2 Kate Schuchmann or Virginia Sanders, their employees, agents, attorneys,
3 representatives, officers, directors or assigns, after December 6, 1986, which
4 relates to or concerns the plaintiff or any of the entities or individuals listed or
5 referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
6 Agreement" of December, 1986, a copy of which is attached to the Complaint in
7 this action as Exhibit A;

8 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 14:**

9 14. Too general to be susceptible of reasonable interpretation. Attorney
10 work product privilege. Joint defense privilege. Obtainable from some other
11 source. Unreasonably cumulative. Unduly burdensome and expensive. First
12 amendment free speech privilege. First Amendment religious liberty. Privacy
13 privilege.

14 **REQUEST NO. 15:**

15 15. All documents which relate to or concern the Cult Awareness
16 Network, Priscilla Coates, Cynthia Kisser or Dennis Erlich, including, without
17 limitation, correspondence, memoranda, notes, invoices, billing slips, tape
18 recordings, videotapes or records of any kind;

19 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 15:**

20 15. Too general to be susceptible of reasonable interpretation. Attorney
21 work product privilege. Joint defense privilege. Obtainable from some other
22 source. Unreasonably cumulative. Unduly burdensome and expensive. First
23 amendment free speech privilege. First Amendment religious liberty. Privacy
24 privilege.

25 **REQUEST NO. 16:**

26 16. All correspondence of any kind which you received from the Cult
27 Awareness Network, Priscilla Coates, Cynthia Kisser, or Dennis Erlich, their
28 employees, agents, attorneys, representatives, officers, directors or assigns, after

1 December 6, 1986, which relates to or concerns the plaintiff or any of the entities
2 or individuals listed or referred to in paragraph 1 of the "Mutual Release of All
3 Claims and Settlement Agreement" of December, 1986, a copy of which is
4 attached to the Complaint in this action as Exhibit A;

5 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 16:**

6 16. Too general to be susceptible of reasonable interpretation. Attorney
7 work product privilege. Joint defense privilege. Obtainable from some other
8 source. Unreasonably cumulative. Unduly burdensome and expensive. First
9 amendment free speech privilege. First Amendment religious liberty. Privacy
10 privilege.

11 **REQUEST NO. 17:**

12 17. All correspondence of any kind which you sent to the Cult Awareness
13 Network, Priscilla Coates, Cynthia Kisser, or Dennis Erlich, their employees,
14 agents, attorneys, representatives, officers, directors or assigns, after December 6,
15 1986, which relates to or concerns the plaintiff or any of the entities or individuals
16 listed or referred to in paragraph 1 of the "Mutual Release of All Claims and
17 Settlement Agreement" of December, 1986, a copy of which is attached to the
18 Complaint in this action as Exhibit A;

19 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 17:**

20 17. Too general to be susceptible of reasonable interpretation. Attorney
21 work product privilege. Joint defense privilege. Obtainable from some other
22 source. Unreasonably cumulative. Unduly burdensome and expensive. First
23 amendment free speech privilege. First Amendment religious liberty. Privacy
24 privilege.

25 **REQUEST NO. 18:**

26 18. All correspondence of any kind which you received from Orrick,
27 Herrington & Sutcliffe, Cynthia Remmers, Timothy Long, William Darden or Marie
28 Cawley, their employees, agents, representatives, officers, directors or assigns,

1 after December 6, 1986, which relates to or concerns the plaintiff or any of the
2 entities or individuals listed or referred to in paragraph 1 of the "Mutual Release of
3 All Claims and Settlement Agreement" of December, 1986, a copy of which is
4 attached to the Complaint in this action as Exhibit A;

5 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 18:**

6 18. Too general to be susceptible of reasonable interpretation. Attorney
7 work product privilege. Joint defense privilege. Obtainable from some other
8 source. Unreasonably cumulative. Unduly burdensome and expensive. First
9 amendment free speech privilege. First Amendment religious liberty. Privacy
10 privilege.

11 **REQUEST NO. 19:**

12 19. All correspondence of any kind which you sent to Orrick, Herrington &
13 Sutcliffe, Cynthia Remmers, Timothy Long, William Darden or Marie Cawley, their
14 employees, agents, representatives, officers, directors or assigns, after December
15 6, 1986, which relates to or concerns the plaintiff or any of the entities or
16 individuals listed or referred to in paragraph 1 of the "Mutual Release of All Claims
17 and Settlement Agreement" of December, 1986, a copy of which is attached to
18 the Complaint in this action as Exhibit A;

19 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 19:**

20 19. Too general to be susceptible of reasonable interpretation. Attorney
21 work product privilege. Joint defense privilege. Obtainable from some other
22 source. Unreasonably cumulative. Unduly burdensome and expensive. First
23 amendment free speech privilege. First Amendment religious liberty. Privacy
24 privilege.

25 **REQUEST NO. 26:**

26 26. All correspondence of any kind which you received from John Clifton
27 Elstead, John C. Rogalski, Nancy Miller or James Rummond, their employees,
28 agents, representatives, officers, directors or assigns, after December 6, 1986,

1 which relates to or concerns the plaintiff or any of the entities or individuals listed
2 or referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
3 Agreement" of December, 1986, a copy of which is attached to the Complaint in
4 this action as Exhibit A;

5 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 26:**

6 26. Too general to be susceptible of reasonable interpretation. Attorney
7 work product privilege. Joint defense privilege. Priest penitent privilege.
8 Obtainable from some other source. Unreasonably cumulative. Unduly
9 burdensome and expensive. First amendment free speech privilege. First
10 Amendment religious liberty. Privacy privilege.

11 **REQUEST NO. 27:**

12 27. All correspondence of any kind which you sent to John Clifton
13 Elstead, John C. Rogalski, Nancy Miller or James Rummond, their employees,
14 agents, representatives, officers, directors or assigns, after December 6, 1986,
15 which relates to or concerns the plaintiff or any of the entities or individuals listed
16 or referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
17 Agreement" of December, 1986, a copy of which is attached to the Complaint in
18 this action as Exhibit A;

19 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 27:**

20 27. Too general to be susceptible of reasonable interpretation. Attorney
21 work product privilege. Joint defense privilege. Priest penitent privilege.
22 Obtainable from some other source. Unreasonably cumulative. Unduly
23 burdensome and expensive. First amendment free speech privilege. First
24 Amendment religious liberty. Privacy privilege.

25 **REQUEST NO. 28:**

26 28. All documents which mention, concern, relate or refer to plaintiff or
27 any of the entities or individuals listed in paragraph 1 of the "Mutual Release of All
28 Claims and Settlement Agreement" of December, 1986, a copy of which is

1 attached to the Complaint in this action as Exhibit A, which you delivered at any
2 time to Ford Greene or John Elstead, provided, however, that this request shall not
3 be construed to request documents which comprise attorney-client
4 communications or attorney work product;

5 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 28:**

6 28. Too general to be susceptible of reasonable interpretation. Attorney
7 work product privilege. Joint defense privilege. Priest penitent privilege.
8 Obtainable from some other source. Unreasonably cumulative. Unduly
9 burdensome and expensive. First amendment free speech privilege. First
10 Amendment religious liberty. Privacy privilege.

11 **REQUEST NO. 29:**

12 29. Any book, manuscript or other literary work written by you in any
13 form, whether in handwritten form, typed or printed manuscript form, galley
14 proofs, on computer disk, which concern in any way your experiences with
15 plaintiff or any of the entities or individuals listed or referred to in paragraph 1 of
16 the "Mutual Release of All Claims and Settlement Agreement" of December, 1986,
17 a copy of which is attached to the Complaint in this action as Exhibit A, or with
18 the Internal Revenue Service, or which in any way refer to any Church of
19 Scientology, the Scientology religion, any member of any Church of Scientology,
20 any of the entities or individuals listed or referred to in paragraph 1 of the "Mutual
21 Release of All Claims and Settlement Agreement" of December, 1986, a copy of
22 which is attached to the Complaint in this action as Exhibit A, or to the Internal
23 Revenue Service;

24 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 29:**

25 29. Too general to be susceptible of reasonable interpretation. Attorney
26 client privilege. Attorney work product privilege. Joint defense privilege. Priest
27 penitent privilege. Obtainable from some other source. Unreasonably cumulative.
28 Unduly burdensome and expensive. First amendment free speech privilege. First

1 Amendment religious liberty. Privacy privilege.

2 **REQUEST NO. 30:**

3 30. Any document of any kind, including receipts, cancelled checks,
4 invoices, billings or other documents referring to or reflecting in any manner on the
5 payment to you of money, from December, 1986 until the present, by Joseph A.
6 Yanny, Joseph A. Yanny, P.C., Ford Greene, the Hub Law Offices, John Elstead,
7 James Rummond, John C. Rogalski, Toby Plevin, Graham Berry, David Parker,
8 Lewis, D'Amato, Brisbois and Bisgaard, Barry Van Sickle, Richard Wynne,
9 Cummins & White, Bent Corydon, Paul Morantz, Richard Aznaran, Vicki Aznaran,
10 their employees, agents, representatives, officers, directors or assigns, in exchange
11 for your services or to reimburse you for expenses allegedly incurred by you, in
12 aiding them in legal disputes, other than your own, with plaintiff or any of the
13 entities or individuals listed or referred to in paragraph 1 of the "Mutual Release of
14 All Claims and Settlement Agreement" of December, 1986, a copy of which is
15 attached to the Complaint in this action as Exhibit A;

16 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 30:**

17 30. Too general to be susceptible of reasonable interpretation. Attorney
18 client privilege. Attorney work product privilege. Joint defense privilege. Priest
19 penitent privilege. Obtainable from some other source. Unreasonably cumulative.
20 Unduly burdensome and expensive. First amendment free speech privilege. First
21 Amendment religious liberty. Privacy privilege.

22 **REQUEST NO. 31:**

23 31. Any document which refers to, concerns or mentions plaintiff or any
24 of the entities or individuals listed or referred to in paragraph 1 of the "Mutual
25 Release of All Claims and Settlement Agreement" of December, 1986, a copy of
26 which is attached to the Complaint in this action as Exhibit A, which you or your
27 attorneys, from December 6, 1986 to the present, provided to any representative
28 of the media, including but not limited to television, newspaper and/or radio

1 representatives;

2 **DEFENDANT ARMSTRONG'S RESPONSE TO REQUEST NO. 31:**

3 31. Too general to be susceptible of reasonable interpretation. Attorney
4 client privilege. Attorney work product privilege. Joint defense privilege. Priest
5 penitent privilege. Obtainable from some other source. Unreasonably cumulative.
6 Unduly burdensome and expensive. First amendment free speech privilege. First
7 Amendment religious liberty. Privacy privilege.

8 **F. DOCUMENT REQUESTS TO THE GERALD ARMSTRONG CORPORATION**
9 **("GAC")**

10 **REQUEST NO. 1:**

11 1. All documents in your possession which in any way discuss, mention,
12 concern, relate or refer to the Church of Scientology International, the Religious
13 Technology Center, L. Ron Hubbard, any Church of Scientology, or any of the
14 entities or individuals listed or referred to in paragraph 1 of the "Mutual Release of
15 All Claims and Settlement Agreement" of December, 1986, a copy of which is
16 attached to the Complaint in this action as Exhibit A;

17 **GAC'S RESPONSE TO REQUEST NO. 1:**

18 1. This responding non-party generally objects to plaintiff's subpoena
19 duces tecum as it is in violation of California Civil Code Sec. 3517 which states
20 that no one may take advantage of his own wrong;

21 2. As a separate and general objection this responding non-party objects
22 to plaintiff's subpoena duces tecum because plaintiff has unclean hands and the
23 doors of the court should be shut against it in limine;

24 3. As a separate and general objection this responding non-party objects
25 to plaintiff's subpoena duces tecum because it is burdensome and oppressive;

26 4. As a separate and general objection this responding non-party objects
27 to plaintiff's subpoena duces tecum because it seeks information protected by the
28 attorney-client privilege;

1 5. As a separate and general objection this responding non-party objects
2 to plaintiff's subpoena duces tecum because the documents demanded are irrelevant
3 to the subject matter and not calculated to lead to the discovery of admissible
4 evidence;

5 6. As a separate and general objection this responding non-party objects
6 to plaintiff's subpoena duces tecum because it demands production of religious
7 materials protected by holy privilege and subject to First Amendment (U.S.C.A.
8 Const. Amend.);

9 7. As a separate and general objection this responding non-party objects
10 to plaintiff's subpoena duces tecum because it is suppressive of the constitutionally
11 guaranteed right of free speech;

12 8. As a separate and general objection this responding non-party objects
13 to plaintiff's subpoena duces tecum because it is overboard, ambiguous, amorphous
14 and ridiculous;

15 9. As a separate and general objection this responding non-party objects
16 to plaintiff's subpoena duces tecum because it demands information protected by
17 the psychotherapist-patient privilege;

18 10. As a separate and general objection this responding non-party objects
19 to plaintiff's subpoena duces tecum because it demands information protected by
20 the priest-penitent privilege;

21 11. As a separate and general objection this responding non-party objects
22 to plaintiff's subpoena duces tecum because it demands production of documents
23 protected by the paralegal/attorney work product privilege;

24 12. As a separate and general objection this responding non-party objects
25 to plaintiff's subpoena duces tecum because it intrudes into the constitutionally
26 protected right of privacy;

27 13. As a separate and general objection this responding non-party objects
28 to plaintiff's subpoena duces tecum because it intrudes into the constitutionally

1 protected right of privacy of third parties;

2 14. As a separate and general objection this responding non-party objects
3 to plaintiff's subpoena duces tecum because categories therein are not specified,
4 pursuant to California Code of Civil Procedure, reasonable particularity;

5 15. As a separate and general objection this responding non-party objects
6 to plaintiff's subpoena duces tecum because it demands unpublished materials
7 protected by the newsman's privilege;

8 16. As a separate and general objection this responding non-party objects
9 to plaintiff's subpoena duces tecum because it is in furtherance of a crime;

10 17. As a separate and general objection this responding non-party objects
11 to plaintiff's subpoena duces tecum because it demands protected trade secrets;

12 18. As a separate and general objection this responding non-party objects
13 to plaintiff's subpoena duces tecum because it demands protected religious trade
14 secrets;

15 19. Regarding demand 1, section B. of Exhibit A to plaintiff's notice of
16 taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's
17 subpoena duces tecum, responding non-party repeats objections 1 through 18
18 above and objects moreover and specifically because there is no Exhibit A attached
19 to the complaint in this action; nor is there a statement or hint in the complaint
20 that there was intended to be attached an Exhibit A thereto;

21 **REQUEST NO. 2:**

22 2. All documents obtained by you from plaintiff or from any of the
23 entities or individuals listed or referred to in paragraph 1 "Mutual Release of All
24 Claims and Settlement Agreement" of December, 1986, a copy of which is
25 attached to the Complaint in this action as Exhibit A;

26 **GAC'S RESPONSE TO REQUEST NO. 2:**

27 20. Regarding demand 2, section B. of Exhibit A to plaintiff's notice of
28 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's

1 subpena duces tecum, responding non-party repeats objections 1 through 19
2 above and objects moreover and specifically because there again Exhibit A is
3 missing;

4 **REQUEST NO. 3:**

5 3. All documents which relate to or concern Gerald Armstrong's legal
6 disputes with plaintiff, Religious Technology Center or Church of Scientology of
7 California, including, without limitation, correspondence, memoranda, notes,
8 invoices, billing slips, tape recordings, videotapes or records of any kind;

9 **GAC'S RESPONSE TO REQUEST NO. 3:**

10 21. Regarding demand 3, section B. of Exhibit A to plaintiff's notice of
11 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
12 subpena duces tecum, responding non-party repeats objections 1 through 18
13 above and objects moreover and specifically because it is offensive, burdensome
14 and mean spirited since plaintiff possesses all such documents. Nevertheless,
15 responding party will produce documents described in this demand which are not
16 otherwise privileged as expeditiously as reasonable and on the basis of prepayment
17 by plaintiff of copying charges.

18 **REQUEST NO. 4:**

19 4. All correspondence of any kind received by you from Gerald
20 Armstrong, his employees, agents, representatives, attorneys, officers, directors or
21 assigns, after December 6, 1986, which relates to or concerns the plaintiff or any
22 of the entities or individuals listed or referred to in paragraph 1 of the "Mutual
23 Release of All Claims and Settlement Agreement" of December, 1986, a copy of
24 which is attached to the Complaint in this action as Exhibit A;

25 **GAC'S RESPONSE TO REQUEST NO. 4:**

26 22. Regarding demand 4, section B. of Exhibit A to plaintiff's notice of
27 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
28 subpena duces tecum, responding non-party repeats objections 1 through 19

1 above;

2 **REQUEST NO. 5:**

3 5. All correspondence of any kind which you sent to Gerald Armstrong,
4 his employees, agents, representatives, attorneys, officers, directors or assigns,
5 after December 6, 1986, which relates to or concerns the plaintiff or any of the
6 entities or individuals listed or referred to in paragraph 1 of the "Mutual Release of
7 All Claims and Settlement Agreement" of December, 1986, a copy of which is
8 attached to the Complaint in this action as Exhibit A;

9 **GAC'S RESPONSE TO REQUEST NO. 5:**

10 23. Regarding demand 5, section B. of Exhibit A to plaintiff's notice of
11 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
12 subpoena duces tecum, responding non-party repeats objections 1 through 19
13 above;

14 **REQUEST NO. 6:**

15 6. All documents which relate to or concern Joseph A. Yanny's legal
16 disputes with plaintiff, Religious Technology Center or Church of Scientology of
17 California, including, without limitation, correspondence, memoranda, notes,
18 invoices, billing slips, tape recordings, videotapes or records of any kind;

19 **GAC'S RESPONSE TO REQUEST NO. 6:**

20 24. Regarding demand 6, section B. of Exhibit A to plaintiff's notice of
21 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
22 subpoena duces tecum, responding non-party repeats objections 1 through 18
23 above. Nevertheless, responding party will produce documents described in this
24 demand which are not otherwise privileged as expeditiously as reasonable and on
25 the basis of prepayment by plaintiff of copying charges.

26 **REQUEST NO. 7:**

27 7. All correspondence of any kind received by you from Joseph A.
28 Yanny, or Joseph A. Yanny, P.C., their employees, agents, representatives,

1 attorneys, officers, directors or assigns, after December 6, 1986, which relates to
2 or concerns the plaintiff or any of the entities or individuals listed or referred to in
3 paragraph 1 of the "Mutual Release of All Claims and Settlement Agreement" of
4 December, 1986, a copy of which is attached to the Complaint in this action as
5 Exhibit A;

6 **GAC'S RESPONSE TO REQUEST NO. 7:**

7 25. Regarding demand 7, section B. of Exhibit A to plaintiff's notice of
8 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
9 subpoena duces tecum, responding non-party repeats objections 1 through 19
10 above. Nevertheless, responding party will produce documents described in this
11 demand which are not otherwise privileged as expeditiously as reasonable and on
12 the basis of prepayment by plaintiff of copying charges.

13 **REQUEST NO. 8:**

14 8. All correspondence of any kind which you sent to Joseph A. Yanny,
15 or Joseph A. Yanny, P.C., their employees, agents, representatives, attorneys,
16 officers, directors or assigns, after December 6, 1986, which relates to or
17 concerns the plaintiff or any of the entities or individuals listed or referred to in
18 paragraph 1 of the "Mutual Release of All Claims and Settlement Agreement" of
19 December, 1986, a copy of which is attached to the Complaint in this action as
20 Exhibit A;

21 **GAC'S RESPONSE TO REQUEST NO. 8:**

22 26. Regarding demand 8, section B. of Exhibit A to plaintiff's notice of
23 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
24 subpoena duces tecum, responding non-party repeats objections 1 through 19
25 above. Nevertheless, responding party will produce documents described in this
26 demand which are not otherwise privileged as expeditiously as reasonable and on
27 the basis of prepayment by plaintiff of copying charges.

28 **REQUEST NO. 9:**

1 5. All documents which relate to or concern Vicki or Richard Aznaran's
2 legal disputes with plaintiff or Religious Technology Center, including, without
3 limitation, correspondence, memoranda, notes, invoices, billing slips, tape
4 recordings, videotapes or records of any kind;

5 **GAC'S RESPONSE TO REQUEST NO. 9:**

6 27. Regarding demand 9, section B. of Exhibit A to plaintiff's notice of
7 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
8 subpoena duces tecum, responding non-party repeats objections 1 through 19
9 above. Nevertheless, responding party will produce documents described in this
10 demand which are not otherwise privileged as expeditiously as reasonable and on
11 the basis of prepayment by plaintiff of copying charges.

12 **REQUEST NO. 10:**

13 10. All correspondence of any kind received by you from Vicki or Richard
14 Aznaran, their employees, agents, representatives, attorneys, officers, directors or
15 assigns, after December 6, 1986, which relates to or concerns the plaintiff or any
16 of the entities or individuals listed or referred to in paragraph 1 of the "Mutual
17 Release of All Claims and Settlement Agreement" of December, 1986, a copy of
18 which is attached to the Complaint in this action as Exhibit A;

19 **GAC'S RESPONSE TO REQUEST NO. 10:**

20 28. Regarding demand 10, section B. of Exhibit A to plaintiff's notice of
21 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
22 subpoena duces tecum, responding non-party repeats objections 1 through 19
23 above. Nevertheless, responding party will produce documents described in this
24 demand which are not otherwise privileged as expeditiously as reasonable and on
25 the basis of prepayment by plaintiff of copying charges.

26 **REQUEST NO. 11:**

27 11. All correspondence of any kind which you sent to Vicki or Richard
28 Aznaran, their employees, agents, representatives, officers, attorneys, directors or

1 assigns, after December 6, 1986, which relates to or concerns the plaintiff or any
2 of the entities or individuals listed or referred to in paragraph 1 of the "Mutual
3 Release of All Claims and Settlement Agreement" of December, 1986, a copy of
4 which is attached to the Complaint in this action as Exhibit A;

5 **GAC'S RESPONSE TO REQUEST NO. 11:**

6 29. Regarding demand 11, section B. of Exhibit A to plaintiff's notice of
7 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
8 subpoena duces tecum, responding non-party repeats objections 1 through 19
9 above. Nevertheless, responding party will produce documents described in this
10 demand which are not otherwise privileged as expeditiously as reasonable and on
11 the basis of prepayment by plaintiff of copying charges.

12 **REQUEST NO. 12:**

13 12. All documents which relate to or concern Bent Corydon's legal
14 disputes with plaintiff or any of the entities or individuals listed or referred to in
15 paragraph 1 of the "Mutual Release of All Claims and Settlement Agreement" of
16 December, 1986, a copy of which is attached to the Complaint in this action as
17 Exhibit A, including, without limitation, correspondence, memoranda, notes,
18 invoices, billing slips, tape recordings, videotapes or records of any kind;

19 **GAC'S RESPONSE TO REQUEST NO. 12:**

20 30. Regarding demand 12, section B. of Exhibit A to plaintiff's notice of
21 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
22 subpoena duces tecum, responding non-party repeats objections 1 through 19
23 above. Nevertheless, responding party will produce documents described in this
24 demand which are not otherwise privileged as expeditiously as reasonable and on
25 the basis of prepayment by plaintiff of copying charges.

26 **REQUEST NO. 13:**

27 8. All correspondence of any kind received by you from Bent Corydon or
28 Mary Corydon, their employees, agents, representatives, attorneys, officers,

1 directors or assigns, after December 6, 1986, which relates to or concerns the
2 plaintiff or any of the entities or individuals listed or referred to in paragraph 1 of
3 the "Mutual Release of All Claims and Settlement Agreement" of December, 1986,
4 a copy of which is attached to the Complaint in this action as Exhibit A;

5 **GAC'S RESPONSE TO REQUEST NO. 13:**

6 31. Regarding demand 13, section B. of Exhibit A to plaintiff's notice of
7 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
8 subpoena duces tecum, responding non-party repeats objections 1 through 19
9 above. Nevertheless, responding party will produce documents described in this
10 demand which are not otherwise privileged as expeditiously as reasonable and on
11 the basis of prepayment by plaintiff of copying charges.

12 **REQUEST NO. 14:**

13 14. All correspondence of any kind which you sent to Bent Corydon or
14 Mary Corydon, their employees, agents, representatives, attorneys, officers,
15 directors or assigns, after December 6, 1986, which relates to or concerns the
16 plaintiff or any of the entities or individuals listed or referred to in paragraph 1 of
17 the "Mutual Release of All Claims and Settlement Agreement" of December, 1986,
18 a copy of which is attached to the Complaint in this action as Exhibit A;

19 **GAC'S RESPONSE TO REQUEST NO. 14:**

20 32. Regarding demand 14, section B. of Exhibit A to plaintiff's notice of
21 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
22 subpoena duces tecum, responding non-party repeats objections 1 through 19
23 above. Nevertheless, responding party will produce documents described in this
24 demand which are not otherwise privileged as expeditiously as reasonable and on
25 the basis of prepayment by plaintiff of copying charges.

26 **REQUEST NO. 15:**

27 15. All documents which relate to or concern Steven Hunziker, Kate
28 Schuchmann or Virginia Sanders' legal disputes with plaintiff or any of the entities

1 or individuals listed or referred to in paragraph 1 of the "Mutual Release of All
2 Claims and Settlement Agreement" of December, 1986, a copy of which is
3 attached to the Complaint in this action as Exhibit A, including, without limitation,
4 correspondence, memoranda, notes, invoices, billing slips, tape recordings,
5 videotapes or records of any kind;

6 **GAC'S RESPONSE TO REQUEST NO. 15:**

7 33. Regarding demand 15, section B. of Exhibit A to plaintiff's notice of
8 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
9 subpoena duces tecum, responding non-party repeats objections 1 through 19
10 above. Nevertheless, responding party will produce documents described in this
11 demand which are not otherwise privileged as expeditiously as reasonable and on
12 the basis of prepayment by plaintiff of copying charges.

13 **REQUEST NO. 16:**

14 16. All correspondence of any kind which you received from Steven
15 Hunziker, Kate Schuchmann or Virginia Sanders, their employees, agents,
16 representatives, attorneys, officers, directors or assigns, after December 6, 1986,
17 which relates to or concerns the plaintiff or any of the entities or individuals listed
18 or referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
19 Agreement" of December, 1986, a copy of which is attached to the Complaint in
20 this action as Exhibit A;

21 **GAC'S RESPONSE TO REQUEST NO. 16:**

22 34. Regarding demand 16, section B. of Exhibit A to plaintiff's notice of
23 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
24 subpoena duces tecum, responding non-party repeats objections 1 through 19
25 above. Nevertheless, responding party will produce documents described in this
26 demand which are not otherwise privileged as expeditiously as reasonable and on
27 the basis of prepayment by plaintiff of copying charges.

28 **REQUEST NO. 17:**

1 17. All correspondence of any kind which you sent to Steven Hunziker,
2 Kate Schuchmann or Virginia Sanders, their employees, agents, attorneys,
3 representatives, officers, directors or assigns, after December 6, 1986, which
4 relates to or concerns the plaintiff or any of the entities or individuals listed or
5 referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
6 Agreement" of December, 1986, a copy of which is attached to the Complaint in
7 this action as Exhibit A;

8 **GAC'S RESPONSE TO REQUEST NO. 17:**

9 35. Regarding demand 17, section B. of Exhibit A to plaintiff's notice of
10 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
11 subpoena duces tecum, responding non-party repeats objections 1 through 19
12 above. Nevertheless, responding party will produce documents described in this
13 demand which are not otherwise privileged as expeditiously as reasonable and on
14 the basis of prepayment by plaintiff of copying charges.

15 **REQUEST NO. 18:**

16 18. All documents which relate to or concern the Cult Awareness
17 Network, Priscilla Coates, Cynthia Kissner or Dennis Erlich, including, without
18 limitation, correspondence, memoranda, notes, invoices, billing slips, tape
19 recordings, videotapes or records of any kind;

20 **GAC'S RESPONSE TO REQUEST NO. 18:**

21 36. Regarding demand 18, section B. of Exhibit A to plaintiff's notice of
22 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
23 subpoena duces tecum, responding non-party repeats objections 1 through 19
24 above. Nevertheless, responding party will produce documents described in this
25 demand which are not otherwise privileged as expeditiously as reasonable and on
26 the basis of prepayment by plaintiff of copying charges.

27 **REQUEST NO. 19:**

28 19. All correspondence of any kind which you received from the Cult

1 Awareness Network, Priscilla Coates, Cynthia Kisser, or Dennis Erlich, their
2 employees, agents, attorneys, representatives, officers, directors or assigns, after
3 December 6, 1986, which relates to or concerns the plaintiff or any of the entities
4 or individuals listed or referred to in paragraph 1 of the "Mutual Release of All
5 Claims and Settlement Agreement" of December, 1986, a copy of which is
6 attached to the Complaint in this actio as Exhibit A;

7 **GAC'S RESPONSE TO REQUEST NO. 19:**

8 37. Regarding demand 19, section B. of Exhibit A to plaintiff's notice of
9 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
10 subpena duces tecum, responding non-party repeats objections 1 through 19
11 above. Nevertheless, responding party will produce documents described in this
12 demand which are not otherwise privileged as expeditiously as reasonable and on
13 the basis of prepayment by plaintiff of copying charges.

14 **REQUEST NO. 20:**

15 20. All correspondence of any kind which you sent to the Cult Awareness
16 Network, Priscilla Coates, Cynthia Kisser, or Dennis Erlich, their employees,
17 agents, attorneys, representatives, officers, directors or assigns, after December 6,
18 1986, which relates to or concerns the plaintiff or any of the entities or individuals
19 listed or referred to in paragraph 1 of the "Mutual Release of All Claims and
20 Settlement Agreement" of December, 1986, a copy of which is attached to the
21 Complaint in this action as Exhibit A;

22 **GAC'S RESPONSE TO REQUEST NO. 20:**

23 38. Regarding demand 20, section B. of Exhibit A to plaintiff's notice of
24 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
25 subpena duces tecum, responding non-party repeats objections 1 through 19
26 above. Nevertheless, responding party will produce documents described in this
27 demand which are not otherwise privileged as expeditiously as reasonable and on
28 the basis of prepayment by plaintiff of copying charges.

1 **REQUEST NO. 21:**

2 21. All correspondence of any kind which you received from Orrick,
3 Herrington & Sutcliffe, Cynthia Remmers, Timothy Long, William Darden or Marie
4 Cawley, their employees, agents, representatives, officers, directors or assigns,
5 after December 6, 1986, which relates to or concerns the plaintiff or any of the
6 entities or individuals listed or referred to in paragraph 1 of the "Mutual Release of
7 All Claims and Settlement Agreement" of December, 1986, a copy of which is
8 attached to the Complaint in this action as Exhibit A;

9 **GAC'S RESPONSE TO REQUEST NO. 21:**

10 39. Regarding demand 21, section B. of Exhibit A to plaintiff's notice of
11 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
12 subpoena duces tecum, responding non-party repeats objections 1 through 19
13 above. Nevertheless, responding party will produce documents described in this
14 demand which are not otherwise privileged as expeditiously as reasonable and on
15 the basis of prepayment by plaintiff of copying charges.

16 **REQUEST NO. 22:**

17 22. All correspondence of any kind which you sent to Orrick, Herrington &
18 Sutcliffe, Cynthia Remmers, Timothy Long, William Darden or Marie Cawley, their
19 employees, agents, representatives, officers, directors or assigns, after December
20 6, 1986, which relates to or concerns the plaintiff or any of the entities or
21 individuals listed or referred to in paragraph 1 of the "Mutual Release of All Claims
22 and Settlement Agreement" of December, 1986, a copy of which is attached to
23 the Complaint in this action as Exhibit A;

24 **GAC'S RESPONSE TO REQUEST NO. 22:**

25 40. Regarding demand 22, section B. of Exhibit A to plaintiff's notice of
26 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
27 subpoena duces tecum, responding non-party repeats objections 1 through 19
28 above. Nevertheless, responding party will produce documents described in this

1 demand which are not otherwise privileged as expeditiously as reasonable and on
2 the basis of prepayment by plaintiff of copying charges.

3 **REQUEST NO. 23:**

4 23. All documents which relate to or concern David Mayo's legal disputes
5 with plaintiff or any of the entities or individuals listed in paragraph 1 of the
6 "Mutual Release of All Claims and Settlement Agreement" of December, 1986, a
7 copy of which is attached to the Complaint in this action as Exhibit A, including,
8 without limitation, correspondence, memoranda, notes, invoices, billing slips, tape
9 recordings, videotapes or records of any kind;

10 **GAC'S RESPONSE TO REQUEST NO. 23:**

11 41. Regarding demand 23, section B. of Exhibit A to plaintiff's notice of
12 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
13 subpoena duces tecum, responding non-party repeats objections 1 through 19
14 above. Nevertheless, responding party will produce documents described in this
15 demand which are not otherwise privileged as expeditiously as reasonable and on
16 the basis of prepayment by plaintiff of copying charges.

17 **REQUEST NO. 24:**

18 24. All correspondence of any kind which you received from David Mayo,
19 Jerold Fagelbaum, Bright & Powel, Gary Bright, the Church of the New Civilization,
20 John Nelson, Harvey Haber, Vivien Zegel or Dede Reisdorf, their employees,
21 agents, attorneys, representatives, officers, directors or assigns, after December 6,
22 1986, which relates to or concerns the plaintiff or any of the entities or individuals
23 listed in paragraph 1 of the "Mutual Release of All Claims and Settlement
24 Agreement" of December, 1986, a copy of which is attached to the Complaint in
25 this action as Exhibit A;

26 **GAC'S RESPONSE TO REQUEST NO. 24:**

27 42. Regarding demand 24, section B. of Exhibit A to plaintiff's notice of
28 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's

1 subpoena duces tecum, responding non-party repeats objections 1 through 19
2 above. Nevertheless, responding party will produce documents described in this
3 demand which are not otherwise privileged as expeditiously as reasonable and on
4 the basis of prepayment by plaintiff of copying charges.

5 **REQUEST NO. 25:**

6 25. All correspondence of any kind which you sent to David Mayo, Jerold
7 Fagelbaum, Bright & Powel, Gary Bright, the Church of the New Civilization, John
8 Nelson, Harvey Haber, Vivien Zegel or Dede Reisdorf, their employees, agents,
9 representatives, attorneys, officers, directors or assigns, after December 6, 1986,
10 which relates to or concerns the plaintiff or any of the entities or individuals listed
11 in paragraph 1 of the "Mutual Release of All Claims and Settlement Agreement" of
12 December, 1986, a copy of which is attached to the Complaint in this action as
13 Exhibit A;

14 **GAC'S RESPONSE TO REQUEST NO. 25:**

15 43. Regarding demand 25, section B. of Exhibit A to plaintiff's notice of
16 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
17 subpoena duces tecum, responding non-party repeats objections 1 through 19
18 above. Nevertheless, responding party will produce documents described in this
19 demand which are not otherwise privileged as expeditiously as reasonable and on
20 the basis of prepayment by plaintiff of copying charges.

21 **REQUEST NO. 26:**

22 26. All documents which relate to or concern Larry Wollersheim's legal
23 disputes with plaintiff or any of the entities or individuals listed in paragraph 1 of
24 the "Mutual Release of All Claims and Settlement Agreement" of December, 1986,
25 a copy of which is attached to the Complaint in this action as Exhibit A, including,
26 without limitation, correspondence, memoranda, notes, invoices, billing slips, tape
27 recordings, videotapes or records of any kind;

28 **GAC'S RESPONSE TO REQUEST NO. 26:**

1 44. Regarding demand 26, section B. of Exhibit A to plaintiff's notice of
2 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
3 subpoena duces tecum, responding non-party repeats objections 1 through 19
4 above. Nevertheless, responding party will produce documents described in this
5 demand which are not otherwise privileged as expeditiously as reasonable and on
6 the basis of prepayment by plaintiff of copying charges.

7 **REQUEST NO. 27:**

8 27. All correspondence of any kind received from Larry Wollersheim, his
9 employees, agents, attorneys, representatives, officers, directors or assigns, after
10 December 6, 1986, which relates to or concerns the plaintiff or any of the entities
11 or individuals listed in paragraph 1 of the "Mutual Release of All Claims and
12 Settlement Agreement" of December, 1986, a copy of which is attached to the
13 Complaint in this action as Exhibit A;

14 **GAC'S RESPONSE TO REQUEST NO. 27:**

15 45. Regarding demand 27, section B. of Exhibit A to plaintiff's notice of
16 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
17 subpoena duces tecum, responding non-party repeats objections 1 through 19
18 above. Nevertheless, responding party will produce documents described in this
19 demand which are not otherwise privileged as expeditiously as reasonable and on
20 the basis of prepayment by plaintiff of copying charges.

21 **REQUEST NO. 28:**

22 28. All correspondence of any kind which you sent to Larry Wollersheim,
23 his employees, agents, representatives, officers, directors or assigns, after
24 December 6, 1986, which relates to or concerns the plaintiff or any of the entities
25 or individuals listed in paragraph 1 of the "Mutual Release of All Claims and
26 Settlement Agreement" of December, 1986, a copy of which is attached to the
27 Complaint in this action as Exhibit A;

28 **GAC'S RESPONSE TO REQUEST NO. 28:**

1 46. Regarding demand 28, section B. of Exhibit A to plaintiff's notice of
2 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
3 subpoena duces tecum, responding non-party repeats objections 1 through 19
4 above. Nevertheless, responding party will produce documents described in this
5 demand which are not otherwise privileged as expeditiously as reasonable and on
6 the basis of prepayment by plaintiff of copying charges.

7 **REQUEST NO. 29:**

8 29. All correspondence of any kind which you received from John Clifton
9 Elstead, John C. Rogalski, Nancy Miller or James Rummond, their employees,
10 agents, representatives, officers, directors or assigns, after December 6, 1986,
11 which relates to or concerns the plaintiff or any of the entities or individuals listed
12 or referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
13 Agreement" of December, 1986, a copy of which is attached to the Complaint in
14 this action as Exhibit A;

15 **GAC'S RESPONSE TO REQUEST NO. 29:**

16 47. Regarding demand 29, section B. of Exhibit A to plaintiff's notice of
17 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
18 subpoena duces tecum, responding non-party repeats objections 1 through 19
19 above. Nevertheless, responding party will produce documents described in this
20 demand which are not otherwise privileged as expeditiously as reasonable and on
21 the basis of prepayment by plaintiff of copying charges.

22 **REQUEST NO. 30:**

23 30. All correspondence of any kind which you sent to John Clifton
24 Elstead, John C. Rogalski, Nancy Miller or James Rummond, their employees,
25 agents, representatives, officers, directors or assigns, after December 6, 1986,
26 which relates to or concerns the plaintiff or any of the entities or individuals listed
27 or referred to in paragraph 1 of the "Mutual Release of All Claims and Settlement
28 Agreement" of December, 1986, a copy of which is attached to the Complaint in

1 this action as Exhibit A;

2 **GAC'S RESPONSE TO REQUEST NO. 30:**

3 48. Regarding demand 30, section B. of Exhibit A to plaintiff's notice of
4 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
5 subpoena duces tecum, responding non-party repeats objections 1 through 19
6 above. Nevertheless, responding party will produce documents described in this
7 demand which are not otherwise privileged as expeditiously as reasonable and on
8 the basis of prepayment by plaintiff of copying charges.

9 **REQUEST NO. 31:**

10 31. All documents which mention, concern, relate or refer to plaintiff or
11 any of the entities or individuals listed in paragraph 1 of the "Mutual Release of All
12 Claims and Settlement Agreement" of December, 1986, a copy of which is
13 attached to the Complaint in this action as Exhibit A, which you delivered at any
14 time to Ford Greene or John Elstead, provided, however, that this request shall not
15 be construed to request documents which comprise attorney-client
16 communications or attorney work product;

17 **GAC'S RESPONSE TO REQUEST NO. 31:**

18 49. Regarding demand 31, section B. of Exhibit A to plaintiff's notice of
19 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
20 subpoena duces tecum, responding non-party repeats objections 1 through 19
21 above. Nevertheless, responding party will produce documents described in this
22 demand which are not otherwise privileged as expeditiously as reasonable and on
23 the basis of prepayment by plaintiff of copying charges.

24 **REQUEST NO. 32:**

25 32. Any book, manuscript or other literary work written by you in any
26 form, whether in handwritten form, typed or printed manuscript form, galley
27 proofs, on computer disk, which concern in any way your experiences with
28 plaintiff or any of the entities or individuals listed or referred to in paragraph 1 of

1 the "Mutual Release of All Claims and Settlement Agreement" of December, 1986,
2 a copy of which is attached to the Complaint in this action as Exhibit A, or with
3 the Internal Revenue Service, or which in any way refer to any Church of
4 Scientology, the Scientology religion, any member of any Church of Scientology,
5 any of the entities or individuals listed or referred to in paragraph 1 of the "Mutual
6 Release of All Claims and Settlement Agreement" of December, 1986, a copy of
7 which is attached to the Complaint in this action as Exhibit A, or to the Internal
8 Revenue Service;

9 **GAC'S RESPONSE TO REQUEST NO. 32:**

10 50. Regarding demand 32, section B. of Exhibit A to plaintiff's notice of
11 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
12 subpoena duces tecum, responding non-party repeats objections 1 through 19
13 above.

14 **REQUEST NO. 33:**

15 33. Any document of any kind, including receipts, cancelled checks,
16 invoices, billings or other documents referring to or reflecting in any manner on the
17 payment to you of money, from December, 1986 until the present, by Joseph A.
18 Yanny, Joseph A. Yanny, P.C., Ford Greene, the Hub Law Offices, John Elstead,
19 James Rummond, John C. Rogalski, Toby Plevin, Graham Berry, David Parker,
20 Lewis, D'Amato, Brisbois and Bisgaard, Barry Van Sickle, Richard Wynne,
21 Cummins & White, Bent Corydon, Paul Morantz, Richard Aznaran, Vicki Aznaran,
22 their employees, agents, representatives, officers, directors or assigns, in exchange
23 for your services or to reimburse you for expenses allegedly incurred by you, in
24 aiding them in legal disputes, other than your own, with plaintiff or any of the
25 entities or individuals listed or referred to in paragraph 1 of the "Mutual Release of
26 All Claims and Settlement Agreement" of December, 1986, a copy of which is
27 attached to the Complaint in this action as Exhibit A;

28 **GAC'S RESPONSE TO REQUEST NO. 33:**

1 51. Regarding demand 33, section B. of Exhibit A to plaintiff's notice of
2 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
3 subpoena duces tecum, responding non-party repeats objections 1 through 19
4 above.

5 **REQUEST NO. 34:**

6 34. Any document which refers to, concerns or mentions plaintiff or any
7 of the entities or individuals listed or referred to in paragraph 1 of the "Mutual
8 Release of All Claims and Settlement Agreement" of December, 1986, a copy of
9 which is attached to the Complaint in this action as Exhibit A, which you or your
10 attorneys, from December 6, 1986 to the present, provided to any representative
11 of the media, including but not limited to television, newspaper and/or radio
12 representatives;

13 **GAC'S RESPONSE TO REQUEST NO. 34:**

14 52. Regarding demand 34, section B. of Exhibit A to plaintiff's notice of
15 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
16 subpoena duces tecum, responding non-party repeats objections 1 through 19
17 above.

18 **REQUEST NO. 35:**

19 35. The Articles of Incorporation for the Gerald Armstrong Corporation;

20 **GAC'S RESPONSE TO REQUEST NO. 35:**

21 53. Regarding demand 35, section B. of Exhibit A to plaintiff's notice of
22 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
23 subpoena duces tecum, responding non-party repeats objections 1 through 18
24 above. Nevertheless, responding party will produce documents described in this
25 demand which are not otherwise privileged as expeditiously as reasonable and on
26 the basis of prepayment by plaintiff of copying charges.

27 **REQUEST NO. 36:**

28 36. The By-laws of the Gerald Armstrong Corporation;

1 **GAC'S RESPONSE TO REQUEST NO. 36:**

2 54. Regarding demand 36, section B. of Exhibit A to plaintiff's notice of
3 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
4 subpoena duces tecum, responding non-party repeats objections 1 through 18
5 above.

6 **REQUEST NO. 37:**

7 37. The Minutes of any meeting of the Board of Directors or the
8 shareholders of the Gerald Armstrong Corporation;

9 **GAC'S RESPONSE TO REQUEST NO. 37:**

10 55. Regarding demand 37, section B. of Exhibit A to plaintiff's notice of
11 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's
12 subpoena duces tecum, responding non-party repeats objections 1 through 19
13 above.

14 **REQUEST NO. 38:**

15 38. A copy of every literary or artistic work which is purportedly owned
16 by the Gerald Armstrong Corporation and which refers or relates in any manner to
17 your experiences with any of the entities or individuals listed or referred to in
18 paragraph 1 of the "Mutual Release of All Claims and Settlement Agreement" of
19 December, 1986, a copy of which is attached to the Complaint in this action as
20 Exhibit A, or with the Internal Revenue Service, or which in any way refer to any
21 Church of Scientology, the Scientology religion, any member of any Church of
22 Scientology, any of the entities or individuals listed or referred to in paragraph 1 of
23 the "Mutual Release of All Claims and Settlement Agreement" of December, 1986,
24 a copy of which is attached to the Complaint in this action as Exhibit A, or to the
25 Internal Revenue Service.

26 **GAC'S RESPONSE TO REQUEST NO. 38:**

27 56. Regarding demand 36, section B. of Exhibit A to plaintiff's notice of
28 taking the deposition of the Gerald Armstrong Corporation pertaining to plaintiff's

1 subpoena duces tecum, responding non-party repeats objections 1 through 19
2 above.

3 **REASONS FOR COMPELLING RESPONSES TO CATEGORIES E AND F**

4 Both Armstrong and the Gerald Armstrong Corporation have admitted to the
5 possession of many documents, non-privileged, which are responsive to the
6 document requests which accompanied the notices of deposition, but have refused
7 to produce them for inspection and copying. As is evident from the requests
8 quoted above, the documents requested include things such as correspondence
9 between Armstrong and others which concern or refer to CSI and the other
10 protected entities and individuals; books or manuscripts written by Armstrong
11 which relate or refer to his experiences with Scientology; and documentation
12 concerning the payment to Armstrong of money or wages for his work as a
13 paralegal in cases in which CSI and related entities are opposing parties. All of
14 these requests are plainly and directly related to discovery of the extent of
15 Armstrong's breaches of the agreement. The requested documents represent
16 evidence of Armstrong's breach of his agreements not to discuss his experiences,
17 not to publish articles, books or materials concerning his experiences or aid others
18 in doing so, and not to voluntarily provide assistance to persons litigating or
19 seeking to litigate against the protected entities and individuals.

20 Defendants' response to these valid requests has been to make a mockery
21 of the discovery process. Armstrong first sought to charge CSI thousands of
22 dollars before he would even begin to look for any documents. Next, he refused to
23 produce any documents at all for inspection, claiming that he had over 3000 pages
24 that he was willing to produce, but only if CSI paid him \$1500 in advance for
25 copying. He has refused all reasonable offers of compromise. In addition, both
26 defendants have raised a panoply of objections in response to nearly every
27 document request, claiming that additional documents exist, but are privileged.
28 Contrary to the requirements of C.C.P. §2031(f)(3), defendants have not produced

1 a privilege log identifying these documents, so CSI is not able to ascertain whether
2 there is any merit to any of the claims of privilege. Indeed, most of the claims
3 appear to be boilerplate of the most nonsensical sort. For example, Request No.
4 19 asks for all correspondence which Armstrong sent to the attorneys for
5 defendants in the case of Hunziker v. Applied Materials, a case in which Armstrong
6 voluntarily appeared for deposition as an "expert witness" for plaintiff Hunziker on
7 the subject of his experiences as a member of the Scientology religion. Armstrong
8 claims that this request violates the attorney work product privilege, the "joint
9 defense" privilege, the "first amendment free speech" privilege, the "First
10 Amendment religious liberty" privilege, and the "privacy" privilege. It is difficult to
11 imagine how any correspondence which Armstrong, a witness hired by a plaintiff,
12 sent to the attorneys for a defendant, could possibly qualify for any of these
13 privileges. It is also hard to imagine how such correspondence could be
14 "obtainable [by CSI] from some other source," since CSI was not a party to that
15 litigation, or how it could be "unduly burdensome and expensive" for Armstrong to
16 produce whatever correspondence in the matter he has. Yet these are precisely
17 the objections raised to this, and 15 other requests, all similarly specific to possible
18 instances of breach by Armstrong, all relevant, and none obviously privileged.

19 Accordingly, CSI requests that defendants be ordered to produce, forthwith,
20 for inspection and copying, all documents responsive to the demands set forth in
21 the Separate Statement to which they do not claim a privilege, including but not
22 limited to the 3,000 pages which Armstrong has already admitted exist, together
23 with a log, pursuant to C.C.P. §2031(3)(f), "identify[ing] with particularity any
24 document . . . falling within any category of item in the demand to which an
25 objection is being made," and "set[ting] forth clearly the extent of, and the specific
26 ground for, the objection."

27 Dated: January 6, 1993

Respectfully submitted,

28 Andrew H. Wilson
WILSON, RYAN AND CAMPILONGO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BOWLES & MOXON

By: 
Laurie J. Bartilson

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, CA 90028.

On January 6, 1993, I served the foregoing document described as SEPARATE STATEMENT OF DEPOSITION QUESTIONS AND REQUESTS FOR INSPECTION OF DOCUMENTS TO BE COMPELLED on interested parties in this action as follows:

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Ford Greene
Hub Law Offices
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960-1949

[X] BY MAIL -- I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

Executed on January 6, 1993, at Los Angeles, California.

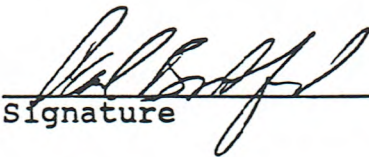
[] BY PERSONAL SERVICE -- I delivered such envelopes by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

PAUL BRADFORD
Type or Print Name


Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, CA 90028.

On January 6, 1993, I served the foregoing document described as SEPARATE STATEMENT OF DEPOSITION QUESTIONS AND REQUESTS FOR INSPECTION OF DOCUMENTS TO BE COMPELLED on interested parties in this action as follows:

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Paul Morantz
P.O. Box 511
Pacific Palisades, CA 90272

[X] BY MAIL -- I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

Executed on January 6, 1993, at Los Angeles, California.

[] BY PERSONAL SERVICE -- I delivered such envelopes by hand to the offices of the addressee.

Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Paul Bradford
Type or Print Name

Paul Bradford
Signature

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 661-4030

12 Attorneys for Plaintiff
13 CHURCH OF SCIENTOLOGY
14 INTERNATIONAL

ORIGINAL FILED

JAN 06 1993

**LOS ANGELES
SUPERIOR COURT**

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY)
18 INTERNATIONAL, a-California not-for-profit)
19 religious corporation,)

20 Plaintiff,

21 vs.

22 GERALD ARMSTRONG; DOES 1 through)
23 25, inclusive,)

24 Defendants.)

CASE NO. BC 052395

) NOTICE OF MOTION AND
) MOTION TO COMPEL ANSWERS
) TO DEPOSITION QUESTIONS
) AND THE PRODUCTION OF
) DOCUMENTS PURSUANT TO
) NOTICE OF DEPOSITION;
) MEMORANDUM OF POINTS AND
) AUTHORITIES, DECLARATION OF
) LAURIE J. BARTILSON IN
) SUPPORT THEREOF

) DATE: February 19, 1993
) TIME: 8:30 a.m.
) DEPT: 30

) DISCOVERY CUT-OFF: None
) MOTION CUT-OFF: None
) TRIAL DATE: May 3, 1992

25 TO DEFENDANTS GERALD ARMSTRONG AND THE GERALD ARMSTRONG
26 CORPORATION AND THEIR COUNSEL OF RECORD:

27 PLEASE TAKE NOTICE that on February 19, at 8:30 a.m. or as soon
28 thereafter as may be heard in Department 30 of the above-entitled Court, located
at 111 North Hill Street, Los Angeles, California, plaintiff Church of Scientology

1 International ("CSI") will appear by their attorneys Wilson, Ryan and Campilongo
2 and Bowles and Moxon, and move this Court, pursuant to California Code of Civil
3 Procedure Section 2025(o) for an Order compelling defendant Gerald Armstrong
4 ("Armstrong") to answer certain questions propounded to him at his oral deposition
5 on June 24, July 22, October 7 and October 8, 1992, which Armstrong refused to
6 answer, and for an order compelling defendants Armstrong and The Gerald
7 Armstrong Corporation to produce for inspection and copying documents properly
8 requested pursuant to notice of deposition and subpoena duces tecum.

9 Plaintiff moves this Court to compel answers to those certain deposition
10 questions, and to compel the production of documents, on the grounds that no
11 objections interposed to such questions and requests are proper or applicable under
12 the facts and law, and the objections are otherwise unmeritorious.

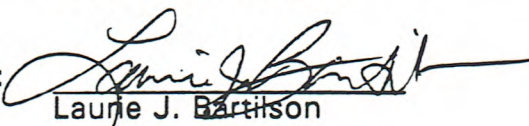
13 This Motion is based upon this Notice of Motion and Motion, the
14 accompanying Memorandum of Points and Authorities, the files on record in this
15 case, the transcript of the deposition of Mr. Armstrong, and such other and further
16 evidence as may properly come before this Court at the hearing of this matter.

17 Dated: January 6, 1993

Respectfully submitted,

18 BOWLES & MOXON

19
20 By:


Laurie J. Bartilson

21 Attorneys for Plaintiff
22 CHURCH OF SCIENTOLOGY
23 INTERNATIONAL
24
25
26
27
28

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. STATEMENT OF FACTS	1
III. ARGUMENT	5
A. Armstrong Is Required To Answer Questions Concerning His Work On The <u>Aznaran</u> Case	5
B. Armstrong Must Be Required To Answer Questions Concerning Armstrong's Continuing Provision Of Assistance To Other Litigants	9
C. Armstrong Must Be Required To Answer Questions Concerning the Amount Armstrong Received in Settlement	10
D. Armstrong Must Be Required To Answer Questions Concerning His Discussions With Michael Walton About the Settlement	11
E. Armstrong Should Be Required To Produce Documents	11
IV. CONCLUSION	13

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES

Page(s)

CASES

Coy v. Superior Court
(1962) 58 Cal.2d 210, 23 Cal.Rptr. 393 8

Vicki Aznaran and Richard Aznaran v. Church of Scientology
International, et al.,
U.S. District Court, Central District of
California No. CV-88-1786-JMI(Ex) 6, 7

STATUTES

C.C.P. §2018 8

C.C.P. §2031(f)(3) 12-14

Evidence Code §952 8

Evidence Code §954 7

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 After literally months of delay, defendant Gerald Armstrong ("Armstrong" or
4 "defendant") finally appeared for deposition, only to refuse to answer highly
5 relevant questions for reasons which ranged from frivolous claims of privilege to
6 pure whimsy. After subjecting plaintiff Church of Scientology International's
7 ("CSI" or "plaintiff") counsel to his bantering disregard for the judicial process,
8 Armstrong refused to meet and confer or even respond to CSI's efforts to resolve
9 the disputes and return to deposition. Moreover, rather than respond properly to
10 the requests for documents which accompanied the multiple notices of deposition
11 plaintiff was required to propound, Armstrong insisted that he would not produce
12 any documents unless plaintiffs paid him \$3,525 for his labor in searching for
13 them, together with copying costs of \$1,500. Plaintiff accordingly brings this
14 motion to compel.

15 II. STATEMENT OF FACTS

16 This is a breach of contract action filed by CSI in February, 1992, in an
17 effort to obtain the consideration for which it had bargained with Armstrong in
18 December, 1986. In 1986, Armstrong accepted a substantial amount in
19 settlement of pending litigation, and, in turn, signed a settlement agreement which
20 required him to perform certain acts and refrain from performing others.
21 Armstrong agreed, inter alia, to refrain from aiding or assisting others engaged in
22 litigation, or contemplating litigation, with CSI or any related entities or individuals.
23 [Ex. A, Settlement Agreement, ¶ 7G and 7H] On May 28, 1992, this Court
24 entered an order of preliminary injunction which held in relevant part:

25 Defendant Gerald Armstrong, his agents, and persons acting in
26 concert or conspiracy with him (excluding attorneys at law who are
27 not said defendant's agents or retained by him) are restrained and
enjoined during the pendency of this suit pending further order of this
court from doing directly or indirectly any of the following:

28 Voluntarily assisting any person (not a governmental organ or

1 entity) intending to make, intending to press, intending to arbitrate, or
2 intending to litigate a claim against the persons referred to in sec. 1.
3 of the "Mutual Release of All Claims and Settlement Agreement" of
December 1986 regarding such claim or regarding pressing, arbitrating
or litigating it.

4 Voluntarily assisting any person (not a governmental organ or
5 entity) arbitrating or litigating a claim against the persons referred to in
6 sec. 1 of the "Mutual Release of All Claims and Settlement
Agreement" of December, 1986.¹

7 Exhibit B.

8 In June, 1992, CSI amended the complaint. It presently includes 12 counts
9 of breach of contract, 8 of which involve claims for liquidated damages,² and all
10 of which allege a continuing course of conduct which renders necessary the
11 imposition of a permanent injunction.

12 Even before the amendment of the complaint, CSI moved expeditiously into
13 discovery, only to be met with delay and obstruction by Armstrong and his
14 counsel. Armstrong's refusals, first to appear, then to answer substantive
15 questions or produce documents, are as follows:

16 ☆ On March 6, 1992 Armstrong was served with a notice of deposition,
17 with the deposition scheduled to take place on March 18, 1992. [Ex. D, Notice]
18 Plaintiff sought that deposition prior to the hearing on its motion for preliminary
19 injunction, which was scheduled for March 20, 1992. Later on March 6,
20 Armstrong served a notice of deposition for a non-party, also scheduled for March

21 ¹ Armstrong filed a notice of appeal of this order on July, 23, 1992, but has
22 yet to file or serve his opening brief. On December 31, 1992, an Order to Show
23 Cause re: Contempt was issued against Armstrong by the Court for six separate
24 breaches of the injunction which CSI had documented. [Ex. C] The contempt trial
is presently set for February 16, 1993, in Department 86.

25 ² Pursuant to the Settlement Agreement, Armstrong is prohibited from
26 discussing his alleged experiences while a member of the Scientology faith with
27 anyone, including the media, and from providing them with documents. [Ex. A; ¶
28 D] In addition to aiding adverse litigants, the Amended Complaint alleges that
Armstrong has repeatedly and openly breached this paragraph of the agreement,
rendering him liable to \$50,000 in liquidated damages for each such breach.

1 18, 1992. [Ex. E, Notice] On March 9, 1992, Armstrong cancelled the deposition
2 that he had noticed, and refused to appear for his own deposition on the 18th,
3 now claiming that he could not be available. [Ex. F, Letter from Ford Greene]
4 Multiple efforts to obtain even a half-day deposition of Mr. Armstrong prior to the
5 March 20 hearing proved unavailing. [Ex. G, Wilson Letter of March 9; Ex. H,
6 Wilson Letter of March 13; Ex. I, Wilson Letter of March 17]

7 ✧ On March 23, 1992, CSI again noticed Armstrong's deposition, this
8 time for April 3, 1992. [Ex. J] On April 1, 1992, Armstrong again unilaterally
9 refused to appear for deposition, claiming that he did not have to appear because
10 the case had been transferred to the Los Angeles Superior Court, but did not yet
11 have a judge. [Ex. K, Letter of April 1, 1992]

12 ✧ On April 16, 1992, CSI again noticed Armstrong's deposition for May
13 7, 1992. [Ex. L] Two days before the scheduled date, Armstrong raised an
14 untimely objection, claiming that the notice had inadvertently left out the time for
15 the commencement of the deposition, and refused to appear. [Ex. M, Objection;
16 Ex. N, Wilson Letter of May 6, 1992]

17 ✧ On June 2, 1992, CSI noticed Armstrong's deposition a fourth time,
18 this time for June 15, 1992. [Ex. O, Notice] CSI also subpoenaed the Gerald
19 Armstrong Corporation³ for deposition and production of documents on June 24,
20

21 ³ According to Armstrong, the Gerald Armstrong Corporation "possesses a
22 number of Gerald Armstrong's artistic and literary works, possesses rights to a
23 number of his inventions and rights to certain formulas, and is in the business of
24 bringing peace and exploiting its assets for commercial and peaceful purposes."
25 [GA Depo. Vol. II, p. 266:15-20] Armstrong is its president; he claims also to be
26 "the senior baker" and "the senior vice president for contests and awards." [Id.
27 265:25-266:5] In deposition Armstrong refused to identify any shareholders in the
28 corporation other than himself and CSI's former attorney, Joseph A. Yanny. He
has admitted that the corporation holds more than 3,000 pages of documents
belonging to Armstrong, potentially relevant to matters at issue in this lawsuit,
which he has refused to produce. Armstrong is an officer and director of the
corporation, and its only employee. The corporation has not received any money
in exchange for its services or assets since 1990. [GA Depo. Vol. IV, p.471:4-15]

1 1992. [Ex. P] Armstrong refused to appear on June 15, but finally agreed to
2 appear on June 24, 1992. His counsel initially agreed to produce responsive
3 documents prior to the commencement of the deposition, provided that CSI
4 covered the cost of copying the documents. [Ex. Q, Greene Letter of June 10]

5 ✧ On June 12, Armstrong wrote to CSI's counsel, claiming to be doing
6 so on behalf of the Armstrong Corporation, and stated that the "archives" of the
7 Armstrong Corporation contained thousands of pages of rare and valuable works,
8 requiring hours of labor to comply with CSI's document request. He demanded
9 that CSI pay him \$3,525, in advance, before he would begin any search through
10 the "archives" to find documents relevant to the issues in this litigation. [Ex. R]
11 CSI's counsel responded by informing Armstrong that his demand was improper,
12 and offering to pay for any copies at \$0.15 per page. [Ex. S, Wilson Letter of
13 June 17] On June 19, Armstrong wrote again, this time refusing to produce any
14 documents from the claimed massive archives because he didn't want to give any
15 additional documents to CSI. [Ex. T] On June 20, Armstrong reversed himself yet
16 again, claiming that he now had 3,000 pages of documents which he was ready to
17 produce, but that CSI would have to pay \$0.50 per page, in advance, or \$1,500,
18 before he would produce them. [Ex. U] All offers by plaintiff's counsel that
19 Armstrong (1) bring the original documents to the deposition, to be copied under
20 his watchful eye at plaintiff's counsel's office; (2) send the documents to a
21 commercial copying service to be copied, which plaintiff would pay directly; or (3)
22 accept a reasonable \$0.15 per page copying expense were rebuffed. [Ex. V,
23 Wilson Letter of June 23] Additionally, Armstrong served written "responses" to
24 the notices in which he objected to virtually all of the categories of documents.
25 [Ex. W, X] Armstrong produced no documents, whether as himself or as the

26 _____
27 When Armstrong made plain that he was using the corporation, inter alia, as a
28 document depository, and a vehicle for aiding adverse litigants, the corporation
was named as a Doe defendant.

1 Armstrong Corporation, and has not to this day.

2 ☼ Armstrong appeared for an initial day of deposition on June 24, 1992,
3 and left at 4:30, refusing to resume the next day, and tentatively rescheduling for
4 June 30. [GA Depo., Vol. I, pp. 174-178]⁴

5 ☼ On June 29, Armstrong informed CSI that he would not appear for
6 deposition on June 30 because the Armstrong Corporation was now a defendant in
7 the case, and he was "looking for counsel." [Ex. Y, Wilson Letter of June 30] The
8 deposition was rescheduled for July 21 and 22. [Ex. Z] Armstrong "forgot" to
9 appear on July 21. [Ex. AA] When he appeared on July 22, he and the corporation
10 were both represented by Mr. Greene. After a short day of deposition, they left,
11 again without providing any definite dates on which they would reappear. [GA
12 Depo., Vol. II, pp. 291 - 293].

13 ☼ Armstrong finally reappeared for deposition on October 7 and 8, but
14 refused to answer dozens of relevant questions concerning matters alleged in the
15 complaint. [GA Depo., Vol. III and IV, passim]

16 ☼ On December 23, plaintiff's counsel wrote to Armstrong's counsel,
17 identifying all of the questions which Armstrong improperly refused to answer, and
18 requesting that counsel meet and confer or produce Armstrong, again, to answer
19 the questions, and produce the documents. [Ex. BB] Plaintiff's counsel received
20 no response. [Declaration of Laurie J. Bartilson]

21 III. ARGUMENT

22 A. Armstrong Is Required to Answer Questions Concerning 23 His Work on the Aznaran Case

24 A central allegation in CSI's complaint is Armstrong's assistance via Ford
25 Greene to anti-Church litigants Richard and Vicki Aznaran. Id. Before the instant

26
27 ⁴ References to the deposition of Gerald Armstrong, which are in four volumes,
28 appear as "GA Depo., Vol. ___, pp. ___ - ___". The entire deposition transcripts are
lodged with the Court for easy reference.

1 litigation was started, Armstrong obtained employment in the offices of the
2 Aznarans' attorneys (first Joseph Yanny, then Ford Greene), and provided them
3 with assistance in the case of Vicki Aznaran and Richard Aznaran v. Church of
4 Scientology International, et al., U.S. District Court, Central District of California
5 No. CV-88-1786-JMI(Ex). [Amended Complaint, ¶¶ 18-25 - 33-35] Armstrong
6 was enjoined from continuing to provide this assistance by the Court's May, 1992
7 order. Armstrong's provision of aid to the Aznarans is thus a central factual
8 question raised by the complaint, and prohibited both by the underlying settlement
9 agreement and the injunction.

10 Nonetheless, in deposition, Armstrong refused to answer questions
11 concerning his provision of aid to the Aznarans. The questions which counsel
12 asked of Mr. Armstrong, and which obviously and directly address the issues of
13 whether or not Mr. Armstrong has, is and intends to continue to aid the Aznarans,
14 are set forth in the concurrently filed Separate Statement of Questions Which
15 Armstrong Should Be Compelled to Answer.⁵ These questions included such
16 basic questions as, "Mr. Armstrong, since your last deposition, on July 22, 1992,
17 in this case, have you performed any work at all for Mr. or Mrs. Aznaran
18 concerning their litigation presently pending in the Northern District of Texas?" and
19 "Are you presently, in your capacity as a paralegal in Mr. Greene's office, doing
20 work in the Aznaran case?"

21 Mr. Greene instructed Mr. Armstrong not to answer these questions,
22 claiming that the attorney-client privilege and the work product doctrine protected
23 discovery into these areas. These objections, however, are inapplicable to the
24 questions asked.

25 Pursuant to Evidence Code §954, a client has a privilege to refuse to

26
27 ⁵ These questions are set forth in the concurrently filed Separate Statement of
28 Questions and Requests for Inspections of Documents to Be Compelled ("Separate
Statement"), Question Nos. 1-16.

1 disclose, and to prevent another from disclosing, a confidential communication
2 between client and lawyer. A confidential communication between client and
3 lawyer "means information transmitted between a client and his lawyer in the
4 course of that relationship and in confidence by a means which . . . discloses the
5 information to no third persons other than those who are present to further the
6 interests of the client. . . ." Evid. C. §952. Thus, the fundamental requirement for
7 the attorney-client privilege to apply is that the question seek to discover the
8 content of an attorney-client communication. The privilege may not be used to
9 and does not conceal everything which refers to or is said and done in connection
10 with legal representation. E.g., Coy v. Superior Court (1962) 58 Cal.2d 210, 219-
11 220, 23 Cal.Rptr. 393, 397-398 (date on which conversations between client and
12 attorney occurred is not "a matter within the purview of attorney-client privilege,
13 although it 'refers' to that relationship" and interrogatory questions concerning
14 date of communication with attorney should be answered).

15 So, here, no attorney-client privilege can attach, on behalf of the Aznarans,
16 to questions such as the last date on which Armstrong did any work for Mr.
17 Greene's office on the Aznaran case [G.A.Depo. Vol. III, pp. 391:10-392:16];
18 whether Armstrong assembled documents for the purpose of faxing them to the
19 Aznarans [G.A.Depo. Vol IV, pp. 449:5-11]; whether Armstrong has been
20 instructed by his employer not to work on the Aznarans' file [Id. 450:2-19]; or
21 whether Armstrong performed actions in Mr. Greene's office which assisted the
22 Aznarans in their litigation [G.A.Depo. Vol. III, pp. 335:25-336:18; 337:7-23;
23 391:10-392:16].

24 Nor can the limited work product privilege apply to these questions.
25 Pursuant to C.C.P. §2018, the "work product of an attorney is not discoverable
26 unless the court determines that denial of discovery will unfairly prejudice the party
27 seeking discovery in preparing that party's claim or defense or will result in an
28 injustice." Only writings which reflect "an attorney's impressions, conclusions,

1 opinions or legal research or theories" are completely protected from discovery.

2 In this case, the questions asked of Armstrong in deposition do not probe
3 into Mr. Greene's work product at all; they certainly have nothing to do with his
4 writings. The questions seek to establish whether or not Armstrong has breached
5 the agreement and the injunction by aiding the Aznarans. They do not probe the
6 content of any writings, nor have they asked for production of work generated by
7 either Armstrong or Greene on the case. Indeed, the only questions asked which
8 specifically pertain to matters at issue in the Aznaran case were questions which
9 sought to ascertain the degree of Armstrong's participation in the preparation of
10 materials that were filed in that case, and are thus part of the public record.

11 Under these circumstances, Armstrong should be ordered to return to
12 deposition, and to answer fully and completely Questions 1 - 16 set forth in the
13 accompanying Separate Statement, along with any relevant follow-up questions
14 which those answers may generate.

15 **B. Armstrong Must Be Required To Answer Questions Concerning**
16 **Armstrong's Continuing Provision Of Assistance To Other Litigants**

17 The Aznarans are not the only litigants against the plaintiff that Armstrong
18 has aided, despite the agreement and court order which prohibit him from doing
19 so. Armstrong has also admitted to providing aid to numerous litigants and
20 claimants against CSI or other persons and entities protected by the agreement and
21 the order, including Bent Corydon, Tillie Good, Ed Roberts, Richard Behar and
22 Denise Cantin. However, all efforts to ascertain the timing and extent of the aid
23 provided to these people by Armstrong were met with claims of attorney-client and
24 work product privilege.⁶ As with the questions concerning the Aznarans, these
25 questions do not seek the content of the communications between client and
26 lawyer, but the dates and facts concerning Armstrong's breach of contract.

27 ⁶ The relevant questions are Question Nos. 17-29 in the
28 Separate Statement.

1 Armstrong should be ordered to return to deposition, and respond to these
2 questions in full.

3
4 **C. Armstrong Must Be Required To Answer Questions Concerning the**
5 **Amount Armstrong Received in Settlement**

6 Armstrong claims, as an affirmative defense, that the consideration which he
7 received pursuant to the settlement agreement was inadequate. [Amended
8 Answer, Aff. Def. No. 19] The agreement itself provided that a lump sum amount
9 would be given to Armstrong's attorney, for the settlement of multiple cases, and
10 that Armstrong's attorney would be responsible for ensuring that Armstrong was
11 paid an adequate amount. [Ex. A,

12 ¶ 3] CSI was not made privy to this transaction between Armstrong and his
13 attorney. Accordingly, to counter this defense, CSI must discover from Armstrong
14 the amount that he was actually paid.

15 Armstrong has told the media how much he was paid in settlement [Ex. CC];
16 he adopted fully the briefing and exhibits filed by Joseph Yanny in this action
17 which included documentation and argument asserting that Mr. Armstrong
18 received \$800,000 in settlement. Nonetheless in deposition Armstrong refused to
19 testify as to how much he received, claiming he wanted to "honor" an
20 "agreement" not to disclose the amount. Plaintiff requests that Armstrong be
21 compelled to admit the amount in a verified writing or return to deposition and
22 answer the question under oath.

23 Similarly, Armstrong refused to testify as to what he had done with the
24 proceeds. The agreement includes a trust placed on that amount to guarantee the
25 payment of liquidated damages in the event of breach. Plaintiff is entitled to full
26 disclosure of Mr. Armstrong's wastrel activities and conveyances in order to secure
27 the judgment to which they are entitled. Therefore, plaintiff requests that
28 Armstrong be required to return to deposition and fully respond to all of the

1 remaining unanswered questions concerning his disposition of the settlement
2 proceeds.⁷

3 **D. Armstrong Must Be Required To Answer Questions Concerning His**
4 **Discussions With Michael Walton About the Settlement**

5 Armstrong has claimed as a defense to this action that his own attorneys
6 told him that the agreement was unenforceable before he signed it. [Amended
7 Answer, ¶ 86] Armstrong has testified that he discussed the settlement
8 agreement with one of those attorneys, Michael Walton, before he signed the
9 agreement. Although Armstrong has previously and specifically waived any
10 attorney-client privilege concerning his discussions with attorneys about the
11 settlement agreement [Ex. DD, Armstrong Declaration, ¶ 3], he refused to answer
12 any questions about this conversation based on the attorney-client privilege.
13 [Separate Statement, Question 36] This is patent abuse of the discovery process.
14 Once waived, the privilege cannot be resurrected at a party's whim. Armstrong
15 should be compelled to return to deposition immediately and respond to a full
16 inquiry as to his conversation(s) with Mr. Walton concerning the settlement
17 agreement.

18 **E. Armstrong Should Be Required To Produce Documents**

19 Both Armstrong and the Gerald Armstrong Corporation have admitted to the
20 possession of many documents, non-privileged, which are responsive to the
21 document requests which accompanied the notices of deposition, but have refused
22 to produce them for inspection and copying. The documents requested include
23 things such as correspondence between Armstrong and others which concern or
24 refer to CSI and the other protected entities and individuals [Request to Armstrong
25 Nos. 13, 14, 16, 17, 18, 19, 26, 27; Request to Armstrong Corporation Nos. 4, 5,
26 7, 8, 10, 11, 13, 14, 16, 17, 19, 20, 21, 22, 24, 25, 27, 28, 29, 30]; books or
27 manuscripts written by Armstrong which relate or refer to his experiences with

28 ⁷ These questions are Question Nos. 30 - 35.

1 Scientology [Request to Armstrong No. 29; Request to Armstrong Corp. No. 32];
2 and documentation concerning the payment to Armstrong of money or wages for
3 his work as a paralegal in cases in which CSI and related entities are opposing
4 parties [Request to Armstrong No. 30; Request to Armstrong Corporation Nos.
5 33]. All of these requests are plainly and directly related to discovery of the extent
6 of Armstrong's breaches of the agreement. The requested documents represent
7 evidence of Armstrong's breach of his agreements not to discuss his experiences,
8 not to publish articles, books or materials concerning his experiences or aid others
9 in doing so, and not to voluntarily provide assistance to persons litigating or
10 seeking to litigate against the protected entities and individuals.

11 Defendants' response to these valid requests has been to make a mockery
12 of the discovery process. As described in Part II, supra, Armstrong first sought to
13 charge CSI thousands of dollars before he would even begin to look for any
14 documents. Next, he refused to produce any documents at all for inspection,
15 claiming that he had over 3,000 pages that he was willing to produce, but only if
16 CSI paid him \$1,500 in advance for copying.⁸ He has refused all reasonable
17 offers of compromise. In addition, both defendants have raised a panoply of
18 objections in response to nearly every document request, claiming that additional
19 documents exist, but are privileged. Contrary to the requirements of C.C.P.
20 §2031(f)(3), defendants have not produced a privilege log identifying these
21 documents, so CSI is not able to ascertain whether there is any merit to any of the
22 claims of privilege. Indeed, most of the claims appear to be boilerplate of the most
23 nonsensical sort. For example, Request No. 19 asks for all correspondence which
24 Armstrong sent to the attorneys for defendants in the case of Hunziker v. Applied

25
26 ⁸ Armstrong seeks to charge CSI for the copying of documents at more than
27 three times the customary rate of \$0.15 per page. In addition, he has refused to
28 allow CSI to examine the documents prior to copying so that CSI can designate
those documents it actually wishes to have copied.

1 Materials, a case in which Armstrong voluntarily appeared for deposition as an
2 "expert witness" for plaintiff Hunziker on the subject of his experiences as a
3 member of the Scientology religion. [Amended Complaint, ¶¶ 47 - 53] Armstrong
4 claims that this request violates the attorney work product privilege, the "joint
5 defense" privilege, the "first amendment free speech" privilege, the "First
6 Amendment religious liberty" privilege, and the "privacy" privilege. It is difficult to
7 imagine how any correspondence which Armstrong, a witness hired by a plaintiff,
8 sent to the attorneys for a defendant, could possibly qualify for any of these
9 privileges. It is also hard to imagine how such correspondence could be
10 "obtainable [by CSI] from some other source," since CSI was not a party to that
11 litigation, or how it could be "unduly burdensome and expensive" for Armstrong to
12 produce whatever correspondence in the matter he has. Yet these are precisely
13 the objections raised to this, and 15 other requests, all similarly specific to possible
14 instances of breach by Armstrong, all relevant, and none obviously privileged. The
15 demands and the objections are set forth specifically in the accompanying Separate
16 Statement.

17 Accordingly, CSI requests that defendants be ordered to produce, forthwith,
18 for inspection and copying, all documents responsive to the demands set forth in
19 the Separate Statement to which they do not claim a privilege, including but not
20 limited to the 3,000 pages which Armstrong has already admitted exist, together
21 with a log, pursuant to C.C.P. §2031(3)(f), "identify[ing] with particularity any
22 document . . . falling within any category of item in the demand to which an
23 objection is being made," and "set[ting] forth clearly the extent of, and the specific
24 ground for, the objection."⁹

26
27 ⁹ CSI will, of course, require an opportunity following the provision of such a
28 log to move to compel further the production of any documents which are logged
but for which a privilege is disputed.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV. CONCLUSION

Armstrong and his counsel have improperly obstructed the discovery process in this litigation. No bona fide reasons have been advanced for Armstrong's and his counsel's flagrant disregard for the judicial process. While under oath, Armstrong and his counsel have purposely thwarted the taking of his deposition and have advanced frivolous objections to legitimate, highly relevant questions, honest answers to which would plainly damn Armstrong. In utter disregard of the Code of Civil Procedure, Armstrong and his counsel have further blocked every effort by plaintiff to obtain inspection of relevant documents which will obviously prejudice Armstrong's case. Plaintiff accordingly requests the Court to compel Armstrong to return to deposition, answer each and every question set forth in the accompanying Separate Statement, together with any necessary follow-up questions, and to produce, forthwith, for inspection and copying, all documents responsive to the demands set forth in the Separate Statement to which they do not claim a privilege, including but not limited to the 3,000 pages which Armstrong has already admitted exist, together with a log, pursuant to C.C.P. §2031(3)(f) of all documents to which Armstrong claims a privilege, with leave for plaintiff to file further motions to compel or for sanctions as necessary to obtain discovery.

Dated: January 6, 1993

Respectfully submitted,

BOWLES & MOXON

By:


Laurie J. Bartison

Attorneys for Plaintiff CHURCH OF
SCIENTOLOGY INTERNATIONAL

BARTILSON
DECLARATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2

3
4
5
6

7
8
9
10
11

12
13
14
15
16
17

18
19
20
21
22
23

24

25

26

27

28

1 from Mr. Greene.

2 I declare under penalty of perjury under the laws of the State of California
3 that the foregoing is true and correct.

4 Executed on January 6, 1993, at Los Angeles, California.

5
6 
7 Laurie J. Bartilson
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 456-5318

February 9, 1993

Laurie J. Bartilson
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier
213-662-6419

RE: *Church of Scientology International v. Armstrong*
Los Angeles Superior Court
Case No. BC 052 395

Dear Ms. Bartilson:

This letter will confirm that earlier this morning, at approximately 10:40 a.m. I telephoned you and due to the medical condition that I have been in over the course of the past ten days requested a continuance of the hearing on your motion to compel currently set for February 19, 1993 at 8:30 a.m. in Department 30. You and I discussed the possibility of having the matter heard on February 26, 1993 or sometime after March 2. You advised me that you would check with Mr. Wilson and your client and get back to me.

In the event that we are not able to resolve this matter between us, please be on notice that ex parte application will be made tomorrow, February 10, 1993 at 8:30 a.m. in Department 30 of the above-entitled Court.

Sincerely,



FORD GREENE

:acg

cc: Paul Morantz

1
2
3 SUPERIOR COURT OF THE STATE OF CALIFORNIA
4 FOR THE COUNTY OF LOS ANGELES

5 DEPARTMENT NO. 30 HON. DAVID A. HOROWITZ, JUDGE
6
7

8 CHURCH OF SCIENTOLOGY, ETC.,)
9)

PLAINTIFF,)
10)

VS)
11)

GERALD ARMSTRONG, ET AL.,)
12)

DEFENDANT.)
13)
14)

NO. BC052395

15 REPORTER'S TRANSCRIPT OF PROCEEDINGS
16 FRIDAY, FEBRUARY 19, 1993
17

18 APPEARANCES:

19 FOR PLAINTIFF:

BOWLES AND MOXON
BY: LAURIE J. BARTILSON, ESQ.
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

22 FOR DEFENDANT:

HUB LAW OFFICES
BY: FORD GREENE, ESQ.
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960

25
26
27 B. CHARLINE HOWELL, CSR NO. 1296
OFFICIAL REPORTER
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 LOS ANGELES, CALIFORNIA; FRIDAY, FEBRUARY 19, 1993
2 9:40 A.M.

3 DEPARTMENT NO. 30 HON. DAVID A. HOROWITZ, JUDGE
4 APPEARANCES: SEE TITLE PAGE
5

6 THE COURT: CHURCH OF SCIENTOLOGY VS ARMSTRONG.
7 MS. BARTILSON: LAURIE BARTILSON FOR PLAINTIFF,
8 CHURCH OF SCIENTOLOGY.

9 MR. GREENE: FORD GREENE FOR DEFENDANT GERALD
10 ARMSTRONG AND THE CORPORATION.

11 THE COURT: DO YOU WISH TO BE HEARD?

12 MR. GREENE: YOUR HONOR, I WAS UNABLE TO TELL
13 FROM YOUR TENTATIVE RULING WHETHER OR NOT THE BASIS OF
14 YOUR DECISION WAS PREDICATED ON A TECHNICAL READING OF
15 THE STATUTE, ON THE ALLEGED STIPULATION, OR ON BOTH.

16 AND I WOULD REQUEST IF I COULD GET SOME
17 ILLUMINATION FROM THE COURT WHETHER IT WAS BOTH OR ONE
18 OR THE OTHER AND I COULD THEN MAKE MY ARGUMENT MORE
19 DIRECTLY AND PRECISELY.

20 THE COURT: BASICALLY, THE DEPOSITION WAS NOT
21 COMPLETED IN THAT 30 DAY PERIOD OF CORRECTION. ALL OF
22 THAT WAS NOT DONE UNTIL DECEMBER 7 SO --

23 MR. GREENE: SO --

24 THE COURT: IT IS WITHIN 60 DAYS.

25 MR. GREENE: OKAY.

26 SO THE ISSUE IS, AS I READ THE STATUTE, IS
27 WHEN IS THE DEPOSITION TRANSCRIPT IS COMPLETED WITHIN
28 THE MEANING OF 2015(O).

1 AND READING THAT SECTION OF 2025, WITH THE
2 OTHER PROVISIONS OF 2025, I WOULD SUBMIT TO THE COURT
3 THAT THE TRANSCRIPT IS COMPLETED WHEN THE COURT REPORTER
4 EXECUTES THE CERTIFICATE THAT IS APPENDED TO THE END OF
5 IT. AND THAT THE MATTER OF THE DEPONENT MAKING
6 CORRECTIONS IS SEPARATE AND DISTINCT.

7 I WOULD POINT THE COURT'S ATTENTION TO
8 SECTION 2025(F). THAT SAYS THE STENOGRAPHIC TRANSCRIPT
9 IS THE OFFICIAL RECORD OF THAT TESTIMONY FOR ANY
10 HEARING, 2025(Q), WHERE THAT PROVISION REQUIRES THAT THE
11 DEPOSITION OFFICER SEND WRITTEN NOTICE WHEN THE ORIGINAL
12 TRANSCRIPT OF THE TESTIMONY IS AVAILABLE FOR READING,
13 CORRECTING, AND SIGNING.

14 2025(R), WHICH REQUIRES THE DEPOSITION
15 OFFICER TO CERTIFY THE DEPONENT WAS SWORN, THE
16 TRANSCRIPT WAS A TRUE, COMPLETE, AND ACCURATE RECORD OF
17 THE TESTIMONY TAKEN.

18 LOOKING AT THOSE PROVISIONS, IT WOULD
19 APPEAR THAT THE COMPLETION OF THE TRANSCRIPT DOES NOT
20 HAVE TO DO WITH WHEN THE COURT REPORTER -- OR DOES NOT
21 HAVE TO DO WITH WHEN THE DEPONENT CORRECTS THE
22 TRANSCRIPT, BUT HAS TO DO WITH WHEN THE COURT REPORTER
23 COMPLETES THE TRANSCRIPT AND SIGNS THE CERTIFICATE.

24 AND IN THIS CASE, BASED ON THAT ANALYSIS,
25 THE MOTION IS NOT TIMELY.

26 IF, AS INDICATED BY THE TENTATIVE RULING --
27 BEFORE I SAY THAT, LET ME ALSO SAY THAT IN THE STATUTE
28 THERE IS ALSO SPECIFIC LANGUAGE THAT TALKS ABOUT THE

1 CORRECTIONS TO THE TRANSCRIPT. AND 2025(O) DOES NOT SAY
2 THAT THE 60 DAYS STARTS TO RUN AT THE POINT WHEN THE
3 ORIGINAL TRANSCRIPT IS CORRECTED.

4 IT STATES THAT THE 60 DAYS STARTS TO RUN
5 WHEN THE TRANSCRIPT IS COMPLETE. SO BASED ON THE FACT
6 THAT THERE ARE DISTINCT AND SEPARATE PHRASES OF LANGUAGE
7 THAT ARE USED TO REFER TO DIFFERENT FUNCTIONS OF 2025, I
8 THINK THE CORRECT READING OF THE STATUTE IS THAT THE 60
9 DAYS STARTS TO RUN AT THE TIME WHEN THE COURT REPORTER
10 COMPLETES THE TRANSCRIPTION. AND AS INDICATED BY THE
11 COURT REPORTER'S CERTIFICATE I BELIEVE THAT IS WHY THERE
12 IS THE CERTIFICATE APPENDED TO THE END OF EACH AND EVERY
13 DEPOSITION.

14 IF I AM WRONG, THE CONSEQUENCES ARE
15 TREMENDOUS. AND I BELIEVE THAT MY READING OF THE
16 STATUTE IS REASONABLE AND SUPPORTED BY THE LANGUAGE IN
17 IT.

18 IF THAT IS INCORRECT, I BELIEVE THAT IT IS
19 A REASONABLE MISTAKE, AND I WOULD SEEK LEAVE OF THE
20 COURT TO FILE MOTION FOR RELIEF PURSUANT TO CODE OF
21 CIVIL PROCEDURE 473, IN ORDER TO ADDRESS THAT.

22 AND THE REASON BEING IS THERE ARE IMPORTANT
23 MATTERS OF PRIVILEGE WHICH APPLY TO NOT ONLY MR.
24 ARMSTRONG, BUT TO OTHER INDIVIDUALS, AS WELL. AND IF MY
25 READING IS RIGHT, I BELIEVE OUR POSITION IS WELL TAKEN.

26 WITH THAT, I SUBMIT IT TO THE COURT AND
27 REQUEST NOW IF THE COURT UPHOLDS THE TENTATIVE RULING,
28 TO ALLOW US TO SET A 473 MOTION ON AN EXPEDITED BASIS SO

2 1 AS TO ADDRESS THE RESULTS.

2 MS. BARTILSON: BRIEFLY, YOUR HONOR, I THINK MR.
3 GREENE IS A BIT MISTAKEN IN HIS INTERPRETATION OF 2025.

4 2025 SUB (O) DOES NOT TALK ABOUT THE
5 TRANSCRIPTS BEING COMPLETED, TALKS ABOUT THE RECORD OF
6 THE DEPOSITION BEING COMPLETED.

7 AND THE RECORD OF DEPOSITION IS NOT
8 COMPLETED UNTIL AS PROVIDED IN 2025(Q) AND STIPULATION
9 OF COUNSEL IN THIS CASE, THE DEPOSITION HAS GONE TO THE
10 DEPONENT TO READ AND CORRECT.

11 THE STATUTE CLEARLY PROVIDED FOR THAT IN
12 2025(Q) IS 30 DAYS. AND THAT IS ALSO WHAT MR. GREENE
13 HAS SAID IN DEPOSITION. I THINK IN THIS CASE IT IS TOO
14 LITTLE TOO LATE.

15 AS FOR THE REQUEST FOR RELIEF, THE MOTION
16 HAS BEEN ON FILE FOR FIVE WEEKS, YOUR HONOR. WE DIDN'T
17 JUST GIVE HIM 15 DAYS NOTICE ON IT. THERE WAS
18 ABSOLUTELY NO REASON WHY MR. GREENE COULD NOT HAVE
19 INCLUDED IN THE OPPOSITION MORE THAN JUST THE TECHNICAL
20 ARGUMENT IT WAS UNTIMELY, IF HE HAD OTHER OPPOSITION TO
21 BRING AS TO PRIVILEGES OR ANYTHING ELSE.

22 IT IS JUST MORE DELAY. AND FRANKLY, WE ARE
23 COMING IN TIGHT ON CUTOFF, WE HAVE TO FILE MOTION FOR
24 SUMMARY JUDGMENT, AND I NEED THIS DISCOVERY AND I NEED
25 IT PROMPTLY. I DON'T NEED IT IN ANOTHER 30 DAYS OR 40
26 DAYS, OR 50 DAYS, WHILE HE TAKES THE TIME TO FILE
27 ANOTHER MOTION.

28 SO I STRONGLY OPPOSE EFFORTS TO FILE A

2 1 SECOND OPPOSITION, ESSENTIALLY WHEN HE HAD PLENTY TIME
2 TO DO ONE HERE AND DIDN'T DO IT.

3 THE COURT: OKAY.

4 MR. GREENE: IN BRIEF RESPONSE TO THAT, ONE, I AM
5 NOT ASKING FOR ANY 30 -- 40 DAYS AND WHAT EVER KIND OF
6 TIME BASIS THE COURT WOULD DEEM APPROPRIATE.

7 HOWEVER, EXPEDITED IS WHAT I WOULD REQUEST.

8 THE COURT: ALL RIGHT.

9 THE MOTION TO COMPEL ANSWERS TO DEPOSITION
10 IS GRANTED. WITHIN 20 DAYS. THERE WON'T BE ANY
11 SANCTIONS. MOTION IS TIMELY MADE.

12 THE REQUEST TO HAVE MOTION TO RECONSIDER AS
13 FAR AS THE SUBSTANCE OF THE OBJECTIONS TO THE QUESTIONS
14 ARE CONCERNED, THAT IS DENIED.

15 COUNSEL OBVIOUSLY MADE A DELIBERATE
16 DETERMINATION NOT TO RESPOND TO THE SUBSTANCE OF THE
17 MOTION, BUT RATHER RESPONDED TECHNICALLY AS TO WHETHER
18 IT WAS TIMELY OR NOT.

19 NO REASON I COULD SEE TO ALLOW FURTHER
20 BRIEFING AS TO THE SUBSTANCE.

21 SO THE MOTION TO COMPEL IS GRANTED. 20
22 DAYS. THERE WON'T BE ANY SANCTIONS. AND THAT WILL BE
23 THE ORDER.

24 MR. GREENE: I WOULD ADD, YOUR HONOR, JUST FOR
25 THE RECORD, IS THAT THERE ARE SUBSTANTIAL MATTERS OF
26 PRIVILEGE WHICH APPLIED TO OTHER PEOPLE IN ADDITION TO
27 MR. ARMSTRONG.

28 THE COURT: WELL, YOU SHOULD HAVE --

2

1

MS. BARTILSON: HE SHOULD HAVE RAISED THEM.

2

THE COURT: -- RAISED THEM.

3

THE CLERK: NOTICE?

4

MS. BARTILSON: NOTICE WAIVED.

5

MR. GREENE: NOTICE IS WAIVED.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

FOR THE COUNTY OF LOS ANGELES

HON. DAVID A. HOROWITZ, JUDGE

DEFENDANT.

NO. BC052395

COUNTY OF LOS ANGELES

I, B. CHARLINE HOWELL, OFFICIAL REPORTER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT THE FOREGOING PAGES 1 THROUGH 6 COMPRISE A FULL, TRUE AND CORRECT TRANSCRIPT OF THE PROCEEDINGS HELD IN THE ABOVE-ENTITLED MATTER ON FEBRUARY 19, 1993.

DATED THIS 22ND DAY OF FEBRUARY, 1993.

L. Charline Howell
OFFICIAL REPORTER

CSR NO. 1296

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

---oOo---

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
not-for-profit religious)
corporation,)
)
Plaintiff,)
)
vs.)
)
GERALD ARMSTRONG; DOES)
1 through 25, inclusive,)
)
Defendants.)
_____)

CERTIFIED
COPY

Case No. BC 052395

DEPOSITION OF
GERALD ARMSTRONG
VOLUME V
PAGES 525 - 624

WEDNESDAY, MARCH 10, 1993

REPORTED BY: LYNN P. NYLUND, CSR NO. 3696

Mary Hillabrand, Inc.
520 Sutter Street
San Francisco, CA 94102

1 that is, mailing things or answering the phone, then
2 yes.

3 Q. Would you describe for me the work that you
4 have done in the Aznaran case since July 22nd, 1992?

5 A. I want to take a break at this instant. I
6 want to talk something over with my lawyer.

7 MS. BARTILSON: All right.

8 (Recess taken.)

9 MR. GREENE: The question was, if I remember
10 correctly, what work have you performed on the Aznaran
11 case since July 22, 1992?

12 MS. BARTILSON: Right.

13 MR. GREENE: In light of the fact that there
14 is presently pending a contempt proceeding against Mr.
15 Armstrong, I am going to instruct him not to answer that
16 question based on his Fifth Amendment right against
17 self-incrimination.

18 MS. BARTILSON: Q. And I assume you are
19 going to follow your lawyer's instruction?

20 A. Yeah.

21 Q. Well, let me ask these questions that I have
22 that the judge ordered you to answer and go ahead and do
23 what you want to do with them; but I do want to get my
24 record here.

25 Mr. Armstrong, did you have anything to do

1 with aiding Mr. Greene in his preparation of the
2 opposition to Defendant's motion in the Aznaran case to
3 change venue of the case to the Northern District of
4 Texas?

5 MR. GREENE: Same instruction. Same
6 privilege.

7 MS. BARTILSON: Q. Did you do any work at
8 all in connection with the motion for reconsideration of
9 venue for the ex parte applications that Mr. Greene filed
10 in that case?

11 MR. GREENE: Same position.

12 MS. BARTILSON: Q. Mr. Armstrong, are you
13 presently in your capacity as paralegal in Mr. Greene's
14 office doing work in the Aznaran case?

15 MR. GREENE: Same position.

16 MS. BARTILSON: Excuse me. He is taking the
17 Fifth Amendment privilege as to a contempt that was filed
18 concerning actions that he is alleged to have committed
19 in the past? He is claiming a privilege as to his
20 present conduct?

21 MR. GREENE: (Nods head.)

22 MS. BARTILSON: Can you make that verbal for
23 the court reporter?

24 MR. GREENE: Sure. Yes.

25 MS. BARTILSON: Q. Mr. Armstrong, when

1 was the last time that you performed work for the
2 Aznarans on that case?

3 MR. GREENE: Same position.

4 MS. BARTILSON: Q. Mr. Armstrong, do you
5 currently handle files in Mr. Greene's office concerning
6 the Aznaran case?

7 MR. GREENE: Same position.

8 MS. BARTILSON: Q. In October of 1992,
9 were you doing work in Mr. Greene's office on the Aznaran
10 case?

11 MR. GREENE: Same position.

12 MS. BARTILSON: Q. Again the same time
13 period, October 1992, did you at that time handle files
14 in Mr. Greene's office concerning the Aznaran case?

15 MR. GREENE: Same position.

16 MS. BARTILSON: Q. Mr. Armstrong, when
17 was the last time you did any work at all for Mr.
18 Greene's office concerning the Aznarans?

19 MR. GREENE: Same position.

20 MS. BARTILSON: Q. Have you faxed things
21 to the Aznarans?

22 MR. GREENE: Ever?

23 MS. BARTILSON: That is the question.

24 MR. GREENE: You can answer that. Well,
25 actually, no. I think we'll assert the privilege with

1 respect to that. Instruct him not answer.

2 MS. BARTILSON: The privilege you are
3 asserting is that --

4 MR. GREENE: Fifth Amendment right as
5 against self-incrimination.

6 MS. BARTILSON: Q. Did you fax any
7 documents to the Aznarans after May 28th, 1992?

8 MR. GREENE: Same position.

9 MS. BARTILSON: Q. Did you after May
10 28th, 1992, assemble documents for the purpose of faxing
11 them to the Aznarans?

12 MR. GREENE: Same position.

13 MS. BARTILSON: Q. While working in Mr.
14 Greene's office, have you provided assistance to any
15 other individuals who are engaged in disputes with the
16 Church of Scientology International or any other entity
17 as described in paragraph 1 of the Settlement Agreement?

18 MR. GREENE: Same position.

19 Now, let me just state for the record if you
20 are willing to dismiss your contempt proceeding with
21 prejudice so that Mr. Armstrong is not exposed to any
22 kind of criminal liability, I'll allow him to answer all
23 of those questions.

24 MS. BARTILSON: Well, if Mr. Armstrong is
25 actively breaching the injunction as such that he feels

1 he must claim the privilege against incrimination rather
2 than simply answering no to the questions, I think it is
3 hardly going to be in my client's interests to ask them
4 to dismiss the contempt proceedings with prejudice.

5 MR. GREENE: That's fine.

6 MS. BARTILSON: A simple "no" that he
7 doesn't presently work on the Aznaran case would
8 certainly go a long way toward making my clients more
9 interested in that sort of thing.

10 For example, when that's not forthcoming
11 they see violations occurring on a daily basis. No, they
12 are not going to be willing to dismiss the contempt
13 proceedings.

14 MR. GREENE: Okay.

15 MS. BARTILSON: Q. Mr. Armstrong, in
16 earlier sessions of your deposition you testified that
17 you had a telephone conversation with Richard Behar in
18 1992. During that phone conversation what did you say to
19 him and what did he say to you?

20 A. Do you have the whole transcript? You are
21 referring to which telephone call?

22 Q. Let me take a look and see if I can make it
23 clear. I don't have the whole transcript, but I do have
24 an excerpt that may make it clear which I can show you.
25 It is Question No. 18 in the separate statement.

1 I did some filing.

2 Q. This was filing for Ms. Plevin?

3 A. Yes.

4 Q. In her office?

5 A. Yes.

6 Q. Concerning the Corydon matter?

7 A. I don't believe it was specific to Corydon.

8 Q. It had to do with other clients as well of
9 Miss Plevin's?

10 A. I think general filing.

11 Q. How much time did you spend doing filing?

12 A. Maybe a total of eight hours, although
13 that's very rough.

14 Q. When was it that you did this?

15 A. I -- my recollection is 1991.

16 Q. Do you know which part of 1991?

17 A. It would have been early.

18 Q. Is there any other aid that you can recall
19 that you provided to either Miss Plevin or Bent Corydon?

20 A. No.

21 Q. When up say that you provided them with
22 moral support, did you listen to their tales of what they
23 said had happened to them concerning Scientology?

24 A. I listened to whatever they said if they
25 were saying something to me.

1 Q. Did they talk to you about Scientology?

2 A. I believe they did.

3 Q. Did they talk to you about the litigation
4 that Mr. Corydon was involved in?

5 A. I believe they talked about that as well.

6 Q. Did you talk to them about your experiences
7 in Scientology?

8 MR. GREENE: At this point I will object as
9 being beyond the scope of the order. If you can -- if
10 there's a question, if you asked this question before.
11 My recollection is that you didn't and this wasn't
12 ordered. If you did ask, I will be happy to withdraw
13 it. My recollection is that the questions that you asked
14 before had to do with working for Toby Plevin,
15 P-l-e-v-i-n.

16 MS. BARTILSON: Well, what I have here,
17 Ford, is that I began to ask about any aid that Mr.
18 Armstrong provided to Toby Plevin and Bent Corydon and I
19 was cut off. You instructed him not to answer based on
20 the attorney/client privilege. And that was all
21 compelled with follow-up questions.

22 Now, I have Mr. Armstrong telling me in
23 vague terms that he provided them with moral and
24 spiritual support. I am going for the specifics of
25 that. It's obviously highly relevant to the Complaint,

1 because I need to reopen this deposition, that I ask
2 these questions now that I have a foundation laid for. I
3 will be happy to do so.

4 But I think it would be a waste of
5 everyone's time to go to court and ask for that and be
6 back here. It is up to you. But it's smack out of the
7 Complaint. And it was testimony that was blocked
8 before.

9 THE WITNESS: Excuse me.

10 MS. BARTILSON: It's testimony that was
11 blocked before. I couldn't get into it because I
12 couldn't get up a foundation.

13 MR. GREENE: My instruction stands.

14 MS. BARTILSON: Q. Did you talk to Toby
15 Plevin and Mr. Corydon in 1991 about your litigation, any
16 of your litigation concerning the Church of Scientology
17 International or any related entities?

18 A. Yes.

19 Q. Did you discuss your Settlement Agreement
20 with them?

21 MR. GREENE: Hold on. Just a second.

22 (Discussion off the record.)

23 MR. GREENE: With respect to that I am going
24 to assert the attorney/client privilege as it stood
25 between Mr. Armstrong and Toby Plevin and instruct him

1 not to answer.

2 MS. BARTILSON: That's Mr. Armstrong's
3 privilege?

4 MR. GREENE: That's correct.

5 MS. BARTILSON: Q. Did you discuss your
6 Settlement Agreement with Bent Corydon aside from whether
7 or not you discussed it with Miss Plevin?

8 MR. GREENE: Now, hold it. Just a second.
9 (Discussion off the record.)

10 MR. GREENE: With respect to Corydon, who I
11 understand was legal assistant to Toby Plevin, the same
12 objection and the same instruction.

13 MS. BARTILSON: And the basis for your
14 objection is?

15 MR. GREENE: Attorney/client privilege.

16 MS. BARTILSON: Attorney/client privilege
17 because you are contending Mr. Corydon was a legal
18 assistant to Toby Plevin who represented Mr. Armstrong?

19 MR. GREENE: That's correct.

20 MS. BARTILSON: So I understand --

21 THE WITNESS: I also want to state that Mr.
22 Corydon is a member of my church, and we have a
23 clergyman/penitent privilege between us.

24 MS. BARTILSON: Q. Concerning that
25 privilege, Mr. Armstrong, who is the clergyman?

1 Tillie Good's case file in Mr. Greene's office?

2 MR. GREENE: With respect to that I will
3 instruct Mr. Armstrong not to answer on the basis of the
4 Fifth Amendment, the right against self-incrimination.

5 MS. BARTILSON: Q. Mr. Armstrong, does
6 Ms. Tillie Good have a dispute with one or more Churches
7 of Scientology?

8 MR. GREENE: That has been asked and
9 answered.

10 MS. BARTILSON: No. It was asked and not
11 answered. That's why it is on that list.

12 Q. Can you answer the question?

13 A. I don't believe so.

14 Q. Did she at one time have a dispute with one
15 or more Churches of Scientology?

16 A. Yes.

17 Q. Do you recall when her disputes was
18 resolved?

19 A. No.

20 Q. Were you ever present during any
21 conversations concerning her claims against any Church of
22 Scientology?

23 A. No.

24 Q. Did you ever provide Mr. Greene with any
25 assistance in working on Ms. Good's case?

1 MR. GREENE: Same objection. Fifth
2 Amendment. Same instruction.

3 MS. BARTILSON: Q. Mr. Armstrong, when
4 was it that you met with Dr. Denise Cantin?

5 A. Sometime in --

6 MR. GREENE: Wait. With respect to Cantin,
7 I just want to be very careful that we don't have any
8 kind of a waiver here, so I am instructing him based on
9 the Fifth Amendment privilege not to answer.

10 MS. BARTILSON: He has already testified
11 that he did met her. Last time you said the date of his
12 meeting was an attorney/client privilege. I don't see
13 when it was he met with her, how that could possibly be
14 covered by the Fifth Amendment.

15 MR. GREENE: Well, if you wanted to dismiss
16 the contempt proceedings with prejudice so that Mr.
17 Armstrong is not exposed to prejudice, that's fine. He
18 can answer all of these questions.

19 Until either the contempt is resolved one
20 way or another, I am not going to allow Mr. Armstrong to
21 in any way, shape, or form waive his Fifth Amendment
22 right.

23 MS. BARTILSON: Q. Have you ever worked
24 on Ms. Cantin's case file, Mr. Armstrong?

25 MR. GREENE: Same position.

1 MS. BARTILSON: Q. Have you ever provided
2 Mr. Greene with any assistance in working on Mr. Cantin's
3 case?

4 MR. GREENE: Same position.

5 MS. BARTILSON: Q. Have you ever drafted
6 any portion of any letter prepared by Mr. Greene
7 concerning Ms. Cantin?

8 MR. GREENE: Same position.

9 MS. BARTILSON: Q. Same question as to
10 Ms. Good?

11 MR. GREENE: And the same position.

12 MS. BARTILSON: Q. When you met with Dr.
13 Cantin what did you discuss with him?

14 MR. GREENE: Same position.

15 MS. BARTILSON: Q. Mr. Armstrong, you
16 earlier testified that you met with Mr. Ed Roberts in
17 Boulder Creek? Do you recall that?

18 A. Yes.

19 Q. When was it that you met with him?

20 A. November 1991.

21 Q. Have you spoken with Mr. Roberts since
22 November of 1991?

23 A. Yes.

24 Q. How many times?

25 MR. GREENE: At some point unless you want

1 to limit your questions I am going to instruct him not to
2 answer based on the Fifth Amendment.

3 MS. BARTILSON: As to the number of times he
4 has spoken with Ed Roberts?

5 MR. GREENE: No. As to the time span within
6 which. If you want to limit your questions to speaking
7 to Ed Roberts prior to May 28 of 1992, then that's fine.
8 I will allow him to answer any and all of those
9 questions.

10 If you are not willing to do that, then I
11 will be compelled to assert his Fifth Amendment right and
12 instruct him not to answer.

13 MS. BARTILSON: All right. Why don't you
14 let him answer how many times he has spoken with Ed
15 Roberts, and we will split it up in time periods and we
16 will let him answer some questions and not let him answer
17 others.

18 MR. GREENE: I told you how I am willing to
19 be reasonable.

20 MS. BARTILSON: Q. Mr. Armstrong, you
21 previously testified in October of 1992 that as of the
22 time you had spoken with Mr. Roberts about seven times
23 since November of 1991. Have you spoken with Mr. Roberts
24 again since October of 1992?

25 MR. GREENE: Same objection. Same

1 position. That's an obnoxious question.

2 MS. BARTILSON: Q. If so, if it turns out
3 that you have spoken with Mr. Roberts since October of
4 1992, how many times have you done so?

5 MR. GREENE: Same objection. Same
6 instruction.

7 MS. BARTILSON: Q. Assuming that there
8 were such conversations between you and Mr. Roberts,
9 please tell me what you and Mr. Roberts discussed?

10 MR. GREENE: Same objection. Same
11 instruction.

12 MS. BARTILSON: Q. Of the seven times
13 that you testified that you spoke with Mr. Roberts prior
14 to October of 1992 and after November of 1991, how many
15 of those times were before May 1992?

16 A. Maybe six.

17 Q. Were those all over the telephone?

18 MR. GREENE: Same time period, right?

19 MS. BARTILSON: Yes. Before May 1992.

20 THE WITNESS: I met Mr. Roberts twice and I
21 spoke with him by telephone the other times.

22 MS. BARTILSON: Q. When was it that you
23 met with him?

24 A. During that same period in November '91.

25 Q. So the first time that you met with him was

1 November 1991, and you subsequently met him a couple of
2 times also in November of '91?

3 A. No. I met him a total of two times. Both I
4 believe were in November of '91.

5 Q. Were both in Boulder Creek --

6 A. Yes.

7 Q. -- Colorado?

8 And when you spoke with him was that on the
9 telephone?

10 A. Over a period of months following November
11 '91.

12 Q. Did you prepare any document for Mr. Roberts
13 before May of 1992?

14 A. No.

15 Q. Did you prepare any documents for Mr.
16 Roberts after May of 1991?

17 MR. GREENE: Objection. Fifth Amendment
18 privilege. Instruct you not to answer.

19 MS. BARTILSON: Let's mark this as 18.

20 (Exhibit 18 marked.)

21 MS. BARTILSON: Q. Mr. Armstrong --

22 MR. GREENE: Can we take a break for lunch?

23 MS. BARTILSON: Q. I will show you a
24 document that the court reporter has marked as Exhibit
25 18. I would like you to take a look at that, please.

1 A. Okay.

2 Q. Is that a copy of the letter that you
3 previously testified you sent to Mr. Behar?

4 MR. GREENE: Instruction. Do not answer the
5 question based on the Fifth Amendment.

6 MS. BARTILSON: Q. I would like you to
7 look, please, Mr. Armstrong, at page 9 of Exhibit 18 and
8 ask you if that's your signature?

9 MR. GREENE: Same position.

10 MS. BARTILSON: I don't know. He has
11 already testified he has drafted letters. I am entitled
12 to get -- I think he has waived -- this is on the
13 record. He has already testified to it on his own
14 origination. I don't think he has a privilege left to
15 claim.

16 MR. GREENE: Thank you.

17 In the event the objection and instruction
18 were not interposed they are now.

19 MS. BARTILSON: This is ridiculous. I am
20 going to seek sanctions when we have to go back. This is
21 absolutely ridiculous.

22 Q. Mr. Armstrong, did you discuss this letter
23 with Mr. Roberts before you sent it to anyone?

24 MR. GREENE: Same instruction. Same
25 position.

1 MS. BARTILSON: Q. Did you discuss this
2 letter with Mr. Nothling before you sent it to anyone?

3 MR. GREENE: As to all the people who were
4 cc'd on that letter or with that letter, I will instruct
5 Mr. Armstrong not to answer based on the Fifth
6 Amendment.

7 It's also beyond the scope.

8 MS. BARTILSON: Well, I think given your
9 client's actions we will have a right to reopen on that.
10 That will not be a problem. He is entitled to claim
11 whatever privilege he wants to claim here and waste all
12 of our time.

13 Q. Mr. Armstrong, since October of 1992, have
14 you provided any assistance to Mr. Malcolm Nothling?

15 MR. GREENE: Same objection and instruct.

16 MS. BARTILSON: Q. For that same time
17 period after October 1992, have you provided any
18 assistance of any kind to the Cult Awareness Network?

19 MR. GREENE: Same objection and
20 instruction.

21 MS. BARTILSON: Q. Same question as to
22 Cynthia Kisser?

23 MR. GREENE: And the same response.

24 MS. BARTILSON: Q. Same question as to
25 Time Magazine?

1 agree upon and complete it with respect to the
2 documents.

3 MR. GREENE: I will add that any production
4 of Gerald Armstrong for the purpose of further deposition
5 with respect to questions based upon the documents
6 produced is not to be construed as an agreement to submit
7 Mr. Armstrong to any further general discovery. I will
8 address the issues such as that on a question by question
9 basis.

10 And, also, with respect to whatever
11 documents are ultimately designated to be copied by the
12 plaintiffs, that that will be made clear to Mr. Armstrong
13 who will be here with the documents tomorrow.

14 MS. BARTILSON: Definitely.

15 MR. GREENE: Okay.

16 MS. BARTILSON: Subject to further motion to
17 compel or for sanctions and other relief based on Mr.
18 Armstrong's refusal to answer questions here today.

19 THE REPORTER: Mr. Greene, are you going to
20 want a copy of this deposition?

21 MR. GREENE: Yes.

22 (Whereupon, the deposition was adjourned at 3:25 p.m.)

23

24

GERALD ARMSTRONG

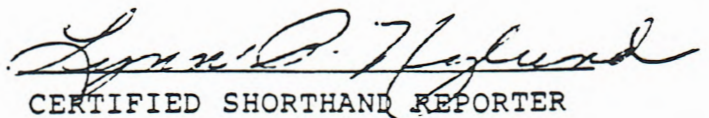
25

CERTIFICATE OF REPORTER

I, the undersigned, a Certified Shorthand Reporter of the State of California, hereby certify that the witness in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and place therein stated; that the testimony of said witness was reported by me, a Certified Shorthand Reporter and disinterested person, and was thereafter transcribed under my direction into typewriting; that the foregoing is a full, complete and true record of said testimony; and that the witness was given an opportunity to read and, if necessary, correct said deposition and to subscribe the same.

I further certify that I am not of counsel or attorney for either or any of the parties in the foregoing deposition and caption named, nor in any way interested in the outcome of the cause named in said action.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my signature this _____ day of MAR 26 1993


CERTIFIED SHORTHAND REPORTER

STATE OF CALIFORNIA

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 953-3360

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12 CHURCH OF SCIENTOLOGY OF	) Case No. BC 052395
INTERNATIONAL, a California not-)
13 for-profit religious corporation;	) AMENDED NOTICE OF CONTINUED
14	) DEPOSITION OF DEFENDANT
	) GERALD ARMSTRONG
15 Plaintiff,)
	) DATE: August 19, 1994
16 vs.	) TIME: 10:00 a.m.
	) PLACE: WILSON, RYAN &
17	) CAMPILONGO
	) 235 Montgomery St.
18 GERALD ARMSTRONG and DOES 1	) Suite 450
through 25, inclusive,	) San Francisco, CA
19	) DISCOVERY CUT-OFF: 10/07/94
	) MOTION CUT-OFF: 10/21/94
20	) TRIAL DATE: 11/07/94
21 Defendants.)
<hr/>	

22
23 TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

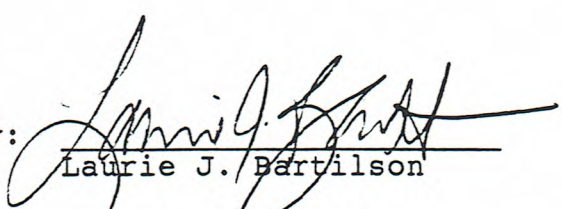
24 PLEASE TAKE NOTICE that plaintiff, Church of Scientology
25 International, will take the deposition of Gerald Armstrong on
26 August 17, 1994, at 10:00 a.m., at the law offices of Wilson,
27 Ryan & Campilongo, 235 Montgomery Street, Suite 450, San
28 Francisco, California 94104, (415) 391-3900. This deposition

1 will be taken before a certified shorthand reporter and Notary
2 Public, or other such person authorized to administer oaths who
3 may be present at such time and place. The deposition shall
4 continue from day to day, excluding weekends and holidays, until
5 completed.

6 Dated: July 21, 1994

BOWLES & MOXON

7
8
9
10 By:


Laurie J. Bartilson

11
12 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY
15 INTERNATIONAL
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

3

5
6
7
8

901

2

4

5
6

7
8

01

2

3
4

5
6
7
8

1 served, service is presumed invalid if postal
2 cancellation date or postage meter date is more
3 than one day after date of deposit for mailing an
affidavit.

4 Executed on July 21, 1994 at Los Angeles, California.

5 [] **(BY PERSONAL SERVICE) I delivered such
6 envelopes by hand to the offices of the addressee.

7 Executed on _____, at Los Angeles, California.

8 [X] (State) I declare under penalty of the laws
9 of the State of California that the above is true
and correct.

10 [] (Federal) I declare that I am employed in the
11 office of a member of the bar of this court at
whose direction the service was made.

12 _____
Signature

13 * (By Mail, signature must be of person depositing
14 envelope in mail slot, box or bag)

15 ** (For personal service signature must be that of
16 messenger)

1 Andrew H. Wilson, SBN 063209
2 WILSON, RYAN & CAMPILONGO
3 115 Sansome Street
4 Fourth Floor
5 San Francisco, California 94104
6 (415) 391-3900
7 Telefax: (415) 954-0938

8 Michael Lee Hertzberg
9 740 Broadway, 5th Floor
10 New York, New York 10003
11 (212) 982-9870

12 Laurie J. Bartilson, SBN 139220
13 BOWLES & MOXON
14 6255 Sunset Boulevard, Suite 2000
15 Hollywood, CA 90028
16 (213) 463-4395
17 Telefax: (213) 953-3351

18 Attorneys for Plaintiff
19 CHURCH OF SCIENTOLOGY
20 INTERNATIONAL

21 SUPERIOR COURT OF THE STATE OF CALIFORNIA

22 FOR THE COUNTY OF MARIN

23 CHURCH OF SCIENTOLOGY
24 INTERNATIONAL, a California not-
25 for-profit religious corporation,

26 Plaintiff,

27 vs.

28 GERALD ARMSTRONG; DOES 1 through
29 25, inclusive,

30 Defendants.

FILED

DEC 27 1994

HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

) CASE NO. 157680

) [LASC NO. BC-052395]

) [CONSOLIDATED]

) PLAINTIFF CHURCH OF
) SCIENTOLOGY INTERNATIONAL'S
) MOTION TO COMPEL DEFENDANT
) GERALD ARMSTRONG TO ANSWER
) DEPOSITION QUESTIONS, AND
) FOR SANCTIONS

) DATE: January 27, 1995

) TIME: 2:00 p.m.

) CALENDAR: Law and Motion

) HEARING JUDGE: Discovery

) Referee

) TRIAL DATE: May 18, 1995

1 PLEASE TAKE NOTICE that on January 27, 1995, at 2:00 p.m. or
2 as soon thereafter as may be heard at the offices of William
3 Benz, Esq., located at 900 Larkspur Landing Circle, No. 185,
4 Larkspur, California, plaintiff Church of Scientology
5 International ("Church") will appear by its attorneys Wilson,
6 Ryan and Campilongo and Bowles and Moxon, and move this Court,
7 pursuant to California Code of Civil Procedure Section 2025(o)
8 for an Order compelling defendant Gerald Armstrong ("Armstrong")
9 to answer certain questions propounded to him at his oral
10 deposition on August 18, 19 and October 20, 1994, which Armstrong
11 refused to answer.

12 Plaintiff moves this Court to compel answers to those
13 certain deposition questions on the grounds that no objections
14 interposed to such questions are proper or applicable under the
15 facts and law.

16 This Motion is based upon this Notice of Motion and Motion,
17 the accompanying Memorandum of Points and Authorities, the files
18 on record in this case, the transcript of the deposition of Mr.
19 Armstrong, and such other and further evidence as may properly
20 come before this Court at the hearing of this matter.

21 Dated: December 22, 1994

Respectfully submitted,

22 MICHAEL LEE HERTZBERG

23 WILSON, RYAN & CAMPILONGO

24 By:

25 Andrew H. Wilson

26 Laurie J. Bartilson
27 BOWLES & MOXON

28 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On December 22, 1994, I served the foregoing document described as PLAINTIFF CHURCH OF SCIENTOLOGY INTERNATIONAL'S MOTION TO COMPEL DEFENDANT GERALD ARMSTRONG TO ANSWER DEPOSITION QUESTIONS, AND FOR SANCTIONS on interested parties in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

PAUL MORANTZ
P.O. Box 511
Pacific Palisades, CA 90272

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of

business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on December 22, 1994 at Los Angeles, California.

[] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on _____ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

1 Andrew H. Wilson, SBN 063209
2 WILSON, RYAN & CAMPILONGO
3 115 Sansome Street
4 Fourth Floor
5 San Francisco, California 94104
6 (415) 391-3900
7 Telefax: (415) 954-0938

8 Michael Lee Hertzberg
9 740 Broadway, 5th Floor
10 New York, New York 10003
11 (212) 982-9870

12 Laurie J. Bartilson, SBN 139220
13 BOWLES & MOXON
14 6255 Sunset Boulevard, Suite 2000
15 Hollywood, CA 90028
16 (213) 463-4395
17 Telefax: (213) 953-3351

18 Attorneys for Plaintiff
19 CHURCH OF SCIENTOLOGY
20 INTERNATIONAL

21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

16 CHURCH OF SCIENTOLOGY
17 INTERNATIONAL, a California not-
18 for-profit religious corporation,

19
20 Plaintiff,

21 vs.
22
23

24 GERALD ARMSTRONG; DOES 1 through
25 25, inclusive,

26 Defendants.
27
28

FILED

DEC 27 1994

HOWARD HANSON
MARIN COUNTY CLERK
by P. Fan, Deputy

) CASE NO. 157680
)
) [LASC NO. BC-052395]
)
) [CONSOLIDATED]
)
) MEMORANDUM OF POINTS AND
) AUTHORITIES IN SUPPORT OF
) PLAINTIFF CHURCH OF
) SCIENTOLOGY INTERNATIONAL'S
) MOTION TO COMPEL DEFENDANT
) GERALD ARMSTRONG TO ANSWER
) DEPOSITION QUESTIONS, AND
) FOR SANCTIONS
)
) DATE: January 27, 1995
) TIME: 2:00 p.m.
) CALENDAR: Law and Motion
) HEARING JUDGE: Discovery
) Referee
)
) TRIAL DATE: May 18, 1995

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
I. INTRODUCTION	1
II. STATEMENT OF FACTS	2
A. The Settlement Agreement	2
B. The Church's Claims Against Armstrong	4
C. The Previous Motion to Compel	6
D. Armstrong's Refusal To Answer Questions	7
III. ARGUMENT	7
A. Armstrong Is Required to Answer Questions Concerning His Conversations With Others About His Experiences In And With Scientology; Question Nos. 1, 2, 3	7
1. The Questions Are Obviously Relevant	8
2. The Questions Are Not Barred By Privacy Interests	9
B. Armstrong Is Required to Answer Questions Concerning His Employment By Mr. Greene; Question Nos. 4, 5, 6	11
C. Armstrong Must Be Required To Answer Questions Concerning FACTI, The Anti-Scientology Corporation Which Armstrong Helped To Establish, FACTI; Question Nos. 7, 8, 9	14
IV. CONCLUSION	15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES

<u>CASE</u>	<u>PAGE</u>
<u>Columbrito v. Galen Kelly,</u> 764 F.2d 122 (2nd Cir. 1985)	5
<u>Hill v. National Collegiate Athletic Association</u> (1994) 7 Cal.4th 1, 26 Cal.Rptr.2d 834	9
<u>Pacific Tel. & Tel. Co. v. Superior Court</u> (1970) 2 Cal.3d 161, 84 Cal.Rptr. 718	8
<u>Valley Bank of Nevada v. Superior Court</u> (1975) 15 Cal.3d 652, 125 Cal.Rptr. 553	8
<u>Vinson v. Superior Court</u> (1987) 43 Cal.3d 833, 239 Cal.Rptr. 292	9, 15
<u>Wilkinson v. Times Mirror Corp.</u> (1989) 215 Cal.App.3d 1034, 264 Cal.Rptr. 194	9
 <u>OTHER</u>	
C.C.P. § 2023	16

1 I. INTRODUCTION

2 In December, 1986, plaintiff Church of Scientology
3 International ("the Church" or "plaintiff") sought to end a long
4 period of attack from former Church member Gerald Armstrong
5 ("Armstrong" or "defendant"). Armstrong's lengthy campaign was
6 over, or so plaintiff thought, when he entered into a
7 confidential Settlement Agreement (the "Agreement") with
8 plaintiff in 1986. [Exhibit A.] The terms of the Agreement
9 required Armstrong not merely to end his own litigation against
10 plaintiff, but among other things, also required Armstrong to
11 refrain from aiding others in litigation, to return to the Church
12 the documents which he had stolen and all copies of them, to
13 refrain from discussing with third parties his experiences with
14 the Scientology religion, and to keep confidential all terms of
15 the Agreement itself. In exchange for his promises, Armstrong
16 received \$518,000 from the Church.

17 The Agreement was signed by Armstrong, on videotape, after
18 he consulted with not one, but two, separate attorneys. [Exhibit
19 B, Armstrong Depo at 69-70.] At the time, Armstrong stated to a
20 Church attorney before a video camera and live witnesses, that he
21 fully understood the Agreement, and that he was signing it of his
22 own free will. [Exhibit C, Heller Declaration.]

23 This action arose because, in or about 1990, after
24 dissipating or conveying all of the money which he had received
25 in settlement, Armstrong began deliberately breaching the
26 Agreement. The Church sought and obtained a preliminary
27
28

1 injunction (upheld on appeal)¹ prohibiting Armstrong from certain
2 breaches of the Agreement, and presently seeks liquidated damages
3 for still other breaches, as well as a permanent injunction.

4 [Ex. E, Second Amended Complaint.]

5 In deposition, Armstrong at first refused to answer many
6 questions concerning his conversations and activities which were
7 direct breaches of the Agreement. On February 19, 1993, the
8 Honorable David Horowitz granted the Church's motion to compel,
9 and ordered Armstrong to answer the questions which he had
10 refused to answer. [Ex. F, Motion to Compel, Ex. G, Separate
11 Statement; Ex. H, Order.]

12 On return to deposition, Armstrong again obstructed
13 discovery, refusing to answer questions which bear directly on
14 the subject of his breaches of the Agreement. Accordingly,
15 plaintiff seeks an order: (1) compelling Armstrong to answer the
16 questions, as well as any necessary follow-up questions; and (2)
17 requiring Armstrong to pay the costs of the deposition made
18 necessary by his obstruction, including reasonable attorneys'
19 fees.

20 II. STATEMENT OF FACTS

21 A. The Settlement Agreement

22 In December, 1986, the Church entered into the Agreement
23 with Armstrong. The Agreement provided for a mutual release and
24 waiver of all claims arising out of a cross-complaint which
25 defendant Armstrong had filed in Church of Scientology of
26 California v. Gerald Armstrong, Los Angeles Superior Court No.

27 ¹ See Exhibit D, Minute Order of May 28, 1992 by Judge
28 Sohigian.

1 C 420153. The Agreement contains various provisions designed to
2 guarantee that new actions were not spawned or encouraged by the
3 conclusion of the old one. In particular, paragraph 7(D)
4 provides that Armstrong: (1) would not create or publish, or
5 assist another in creating or publishing, any media publication
6 or broadcast, concerning information about the Church of
7 Scientology, L. Ron Hubbard, or any other persons or entities
8 released by the Agreement; (2) would maintain "strict
9 confidentiality and silence" with respect to his alleged
10 experiences with the Church or any knowledge he might have
11 concerning the Church, L. Ron Hubbard, or other Scientology-
12 related entities and individuals; (3) would not disclose any
13 documents which related to the Church or other identified
14 entities and individuals; and (4) would pay to the Church \$50,000
15 in liquidated damages for each disclosure or other breach of that
16 paragraph.² Other paragraphs in the Agreement restricted

17 ² Paragraph 7(D) provides, in relevant part: "Plaintiff
18 [Armstrong] agrees never to create or publish or attempt to
19 publish, and/or assist another to create for publication by means
20 of magazine, article, book or other similar form, any writing or
21 to broadcast or to assist another to create, write, film or video
22 tape or audio tape any show, program or movie, or to grant
23 interviews or discuss with others, concerning their experiences
24 with the Church of Scientology, or concerning their personal or
25 indirectly acquired knowledge or information concerning the
26 Church of Scientology, L. Ron Hubbard or any of the
27 organizations, individuals and entities listed in Paragraph 1
28 above. [Armstrong] further agrees that he will maintain strict
confidentiality and silence with respect to his experiences with
the Church of Scientology and any knowledge or information he may
have concerning the Church of Scientology, L. Ron Hubbard, or any
of the organizations, individuals and entities listed in
Paragraph 1 above. [Armstrong] expressly understands that the
non-disclosure provisions of this subparagraph shall apply, inter
alia, but not be limited, to the contents or substance of his
complaint on file in the action referred to in Paragraph 1
hereinabove or any documents as defined in Appendix "A" to this
(continued...)

1 Armstrong's ability to provide voluntary aid or advice to others
2 litigating against the Church.³ As a consideration for these
3 undertakings Armstrong received the amount of approximately
4 \$518,000. [Exhibit B, Armstrong Depo' at 536.]

5 **B. The Church's Claims Against Armstrong**

6 The Church filed this action for breach of contract against
7 Armstrong in February, 1992, in Marin County, where Armstrong
8 resides. The Church obtained a temporary restraining order on
9 its complaint, and Armstrong moved the case to Los Angeles. In
10 May, 1992, the Los Angeles Superior Court entered a preliminary
11 injunction against Armstrong. Discovery ensued. Armstrong then
12 appealed the injunction, and the case was stayed pending the
13 appeal. On May 16, 1994, the Court of Appeal upheld the
14 injunction. [Ex. I.] In doing so the Court of Appeal rejected a
15 variety of arguments advanced by Armstrong including the alleged
16 unenforceability of the underlying Agreement and a claimed
17 infringement on his constitutional rights of speech and

18
19 ²(...continued)

20 Agreement, including but not limited to any tapes, films,
21 photographs, recastings, variations or copies of any such
22 materials which concern or relate to the religion of Scientology,
23 L. Ron Hubbard, or any of the organizations, individuals, or
24 entities listed in Paragraph 1 above... [Armstrong] agrees that
25 if the terms of this paragraph are breached by him, that CSI and
26 the other Releases would be entitled to liquidated damages in the
27 amount of \$50,000 for each such breach. All monies received to
28 induce or in payment for a breach of this Agreement, or any part
thereof, shall be held in a constructive trust pending the
outcome of any litigation over said breach. The amount of
liquidated damages herein is an estimate of the damages each
party would suffer in the event this Agreement is breached. The
reasonableness of the amount of such damages are hereto
acknowledged by [Armstrong]."

³ See specifically ¶¶ 7(H), 7(G), 10, 7(D), 18(D), 20 of the
Agreement. [Exhibit A.]

1 association. The action was transferred back to Marin County in
2 September, 1994, for consolidation with the fraudulent conveyance
3 action then pending against Armstrong and others.

4 The Second Amended Complaint contains 20 separate causes of
5 action, each alleging breaches by Armstrong of the Agreement.
6 The complaint alleges that Armstrong breached the Agreement by:

7 * Voluntarily providing declarations about his claimed
8 experiences with Scientology to anti-Church litigants [Ex.
9 E, ¶¶ 39-41, 71-73, 108-111];

10 * Accepting employment from attorney Ford Greene to
11 provide paralegal and support services to Greene in cases
12 against the Church and other parties protected by the
13 Agreement [Id., ¶¶ 35-38, 74-79];

14 * Providing a videotaped interview concerning his
15 claimed Scientology experiences to a deprogrammer,⁴ for that
16 person's intended use in persuading Scientologists to
17 abandon their religious beliefs [Id., ¶¶ 80-85];

18 * Giving talks, speeches and interviews at meetings
19 both public and private, to the media and to "anti-cult"
20 groups, concerning his claimed Scientology experiences [Id.,
21 ¶¶ 42-48, 90-95];

22 * Preparing and submitting to third parties a
23 screenplay or treatment titled "One Hell of a Story" in
24

25 ⁴ Deprogrammers have been defined by the courts as "people
26 who, at the request of a parent or other close relative, will
27 have a member of a religious sect seized, then hold him against
28 his will and subject him to mental, emotional and even physical
pressure until he renounces his religious beliefs. Deprogrammers
usually work for a fee, which may easily run as high as \$25,000."
Columbrito v. Galen Kelly, 764 F.2d 122, 125, n.1 (2nd Cir.1985).

1 which he purports to divulge his Scientology experiences
2 [Id., ¶¶ 96-98]; and

3 * Establishing, with the aid of anti-Scientology
4 litigant Larry Wollersheim, a corporation ("Fight Against
5 Coercive Tactics, Inc." or "FACTI") which maintains a
6 computer bulletin board designed to provide hundreds of
7 documents, declarations, exhibits and arguments prepared by
8 Armstrong of and concerning his claimed Scientology
9 experiences to persons litigating or desiring to litigate
10 against the Church and other protected entities [Id., ¶¶ 99-
11 106].

12 The Complaint seeks liquidated damages for those breaches
13 which violate Paragraph 7(D), and a permanent injunction
14 prohibiting Armstrong from further violating the Agreement.

15 Since 1990, Armstrong has persisted in violating the
16 Agreement. Indeed, many of the claims contained in the Second
17 Amended Complaint are based on actions which Armstrong took after
18 this action was commenced.

19 **C. The Previous Motion to Compel**

20 On February 19, 1993, the Church brought a motion to compel
21 Armstrong to answer questions which he had refused to answer in
22 his deposition. Despite the plain allegations of the complaint,
23 Armstrong refused to answer questions concerning his work for Mr.
24 Greene on the cases of anti-Church litigants, claiming the
25 attorney-client and work product privileges. [Ex. F, Motion to
26 Compel, pp. 5-9.] The Court overruled Armstrong's objections,
27 and ordered him to return to deposition to answer the questions.
28 [Ex. H.]

1 Armstrong's deposition was restarted in March, 1993 but was
2 not completed at that time. The Church was unable to complete
3 his deposition, until August, 1994, because of the stay on
4 activity which was occasioned by Armstrong's unsuccessful appeal
5 of the preliminary injunction.

6 **D. Armstrong's Refusal To Answer Questions**

7 Armstrong was deposed on August 18 and 19, and October 20,
8 1994. The transcript of the deposition was not completed until
9 November 16, 1994. During the deposition he refused to answer
10 questions concerning his conversations with third parties about
11 his experiences in and with Scientology, about his employment by
12 Mr. Greene, and about his conversations with Larry Wollersheim
13 concerning the establishment and maintenance of FACTI. The
14 questions asked, and the objections, are set forth in detail in
15 the accompanying Separate Statement of Questions To Be Compelled.
16 The Church offered to meet and confer with Armstrong concerning
17 his refusals to answer [Ex. J], but received no response.

18 **III. ARGUMENT**

19 **A. Armstrong Is Required to Answer Questions Concerning**
20 **His Conversations With Others About His Experiences In**
And With Scientology; Question Nos. 1, 2, 3

21 During his deposition, Armstrong acknowledged that in
22 October, 1993, he spoke with many people concerning the tax
23 exemption which the IRS had granted to the churches of
24 Scientology. [Ex. B, Armstrong Depo at 724-725]. He also
25 admitted that, between March, 1993 and October, 1994, he spoke
26 with many individuals concerning his own experiences in
27 Scientology. [Id., Armstrong Depo at 693-694, 704, 715-716, 850-
28 853]. He further acknowledged that he had written a screenplay

1 concerning his alleged experiences, and submitted the written
2 screenplay to third parties. [Id., Armstrong Depo at 875-879].
3 In each instance, however, Armstrong refused to identify any of
4 the persons with whom he had spoken, or to whom he had submitted
5 his manuscript. [Separate Statement, Question Nos. 1, 2, 3.] He
6 also refused to testify as to the content of any of the
7 conversations, objecting on grounds of relevancy and
8 associational privacy. [Id.]

9 1. The Questions Are Obviously Relevant

10 According to the Code of Civil Procedure, "information is
11 discoverable if it is unprivileged and is either relevant to the
12 subject matter of the action or reasonably calculated to reveal
13 admissible evidence." Valley Bank of Nevada v. Superior Court
14 (1975) 15 Cal.3d 652, 655-656, 125 Cal.Rptr. 553, 554. Moreover,
15 "the relevance of the subject matter standard must be reasonably
16 applied; in accordance with the liberal policies underlying the
17 discovery procedures, doubts as to relevance should generally be
18 resolved in favor of permitting discovery." Id. at 656, quoting
19 Pacific Tel. & Tel. Co. v. Superior Court (1970) 2 Cal.3d 161,
20 173, 84 Cal.Rptr. 718, 726.

21 In 1986, Armstrong agreed, inter alia, that he would not
22 discuss his experiences in Scientology with anyone, that he would
23 not aid others in litigation against the Church and related
24 entities, and that he would not work to create any publication,
25 in any medium, about Scientology. The complaint alleges that he
26 has done each of these things [e.g., ¶¶ 42-48, 90-98]. For the
27 Church to ask Armstrong to whom he spoke about Scientology, what
28 was said, and to whom he gave a screenplay, seeks directly

1 relevant evidence of breaches of the Agreement, and is also
2 likely to lead to the discovery of further breaches or more
3 evidence, in the form of testimony from the beneficiaries of his
4 breaches. Indeed, it is difficult to conceive of discovery which
5 could be more directly relevant to plaintiff's claims.

6 2. The Questions Are Not Barred By Privacy Interests

7 Nor can Armstrong raise the barrier of "privacy" claims as a
8 shield against this necessary and lawful discovery. "'Not every
9 act which has some impact on personal privacy invokes the
10 protections of [our Constitution]. . . .[A] court should not play
11 the trump card of unconstitutionality to protect absolutely every
12 assertion of individual privacy.'" Hill v. National Collegiate
13 Athletic Association (1994) 7 Cal.4th 1, 37, 26 Cal.Rptr.2d 834,
14 857, quoting Wilkinson v. Times Mirror Corp. (1989) 215
15 Cal.App.3d 1034, 1046, 264 Cal.Rptr. 194. It is well-established
16 that "courts must balance the right of civil litigants to
17 discover relevant facts against the privacy interests of persons
18 subject to discovery." Vinson v. Superior Court (1987) 43 Cal.3d
19 833, 842, 239 Cal.Rptr. 292, 299. Indeed,

20 In order to facilitate the ascertainment of truth
21 and the just resolution of legal claims, the state
22 clearly exerts a justifiable interest in requiring a
 businessman to disclose communications, confidential or
 otherwise, relevant to pending litigation.

23 Valley Bank, supra, 15 Cal.3d at 658-659, quoting In Re Lifschutz
24 (1970) 2 Cal.3d 415, 425, 85 Cal.Rptr. 829, 835.

25 In Hill, supra, the California Supreme Court recently
26 considered whether a drug test administered by the NCAA violated
27 the privacy of student athletes. The court held that the
28 athletes had no claim for invasion of privacy from the tests as a

1 matter of law, not because the tests did not intrude on privacy
2 interests, but because the athletes had a diminished expectation
3 of privacy due to their participation in the sports programs of
4 their colleges. Id. at 41-42. In light of this diminished
5 expectation and the valid interest of the NCAA in ensuring that
6 college athletic programs were drug-free, the court directed
7 judgment in favor of NCAA. Id. at 54.

8 So, here, this Court should balance Armstrong's privacy
9 interests with those of the Church. Armstrong claims he has a
10 right to privately communicate about his experiences in
11 Scientology with others, and to refuse to disclose those
12 communications in discovery. However, in 1986 Armstrong
13 specifically agreed that he would not have any such conversations
14 in the future, and that he would pay the Church \$50,000 should he
15 violate that agreement. By signing the Agreement and accepting
16 the settlement, he waived any claim to privacy as to
17 conversations which he may have had with people about
18 Scientology. Armstrong specifically contracted away his right to
19 speak about matters pertaining to the Church of Scientology. By
20 violating the Agreement he has put these conversations directly
21 at issue and cannot now claim a right to privacy in order to hide
22 his contracted breaches.⁵

23 Moreover, each of the conversations which the Church
24 inquired about occurred after this lawsuit was filed. The action
25 includes a request for permanent injunction, and allegations that

26 ⁵ In response to a similar argument raised by Armstrong, the
27 Court of Appeal stated "Although Armstrong's 'freedom of speech'
28 is affected, it is clear that a party may voluntarily by contract
agree to limit his freedom of speech." [Ex. I at p. 9.]

1 Armstrong's conduct is repetitive and continuing. Armstrong and
2 any persons conversing with Armstrong were thus on notice that
3 any conversations about Scientology could and would become the
4 legitimate subject of discovery herein.

5 Under these circumstances, Armstrong should be ordered to
6 return to deposition, and to answer fully and completely
7 Questions 1 - 3 set forth in the accompanying Separate Statement,
8 along with any relevant follow-up questions which those answers
9 may generate.

10 B. Armstrong Is Required to Answer Questions Concerning
11 His Employment By Mr. Greene; Question Nos. 4, 5, 6

12 A central allegation in the Church's complaint is
13 Armstrong's assistance via Ford Greene to anti-Church litigants
14 Richard and Vicki Aznaran. Before the instant litigation was
15 started, Armstrong obtained employment in the offices of the
16 Aznarans' attorney, Ford Greene, and provided him with assistance
17 in the case of Vicki Aznaran and Richard Aznaran v. Church of
18 Scientology International, et al., U.S. District Court, Central
19 District of California No. CV-88-1786-JMI(Ex). [Second Amended
20 Complaint, ¶¶ 35-38.] Armstrong was enjoined from continuing to
21 provide this assistance by the Court's May, 1992 order.

22 Armstrong's provision of aid to the Aznarans is thus a
23 central factual question raised by the complaint, and prohibited
24 both by the underlying settlement agreement and the injunction.
25 In the Church's February, 1993 motion to compel, the Church asked
26 the court to order Armstrong to answer questions concerning his
27 work on the Aznaran case, despite Armstrong's claim of attorney-
28 client and work product privileges. [Ex. F, pp. 5-8.] That

1 motion was granted.

2 Nonetheless, in deposition, Armstrong again refused to
3 answer specific questions concerning his provision of aid to the
4 Aznarans, including what direction, if any, he received from Mr.
5 Greene while assembling exhibits for the case; whether Mr. Greene
6 ever instructed him not to work on the case; and what, if
7 anything, he was paid for his anti-Scientology labors. The
8 questions which counsel asked of Armstrong, and which obviously
9 and directly address the issues of whether or not Armstrong had
10 and intended to continue to aid the Aznarans in their litigation
11 against the Church, are set forth in the concurrently filed
12 Separate Statement of Questions Which Armstrong Should Be
13 Compelled to Answer. [Separate Statement, Question No. 4, 5, 6.]

14 Mr. Greene instructed Mr. Armstrong not to answer these
15 questions, claiming that the work product privilege and privacy
16 protected discovery into these areas. These objections, however,
17 are inapplicable to the questions asked.

18 In its ruling on the Church's prior motion to compel, this
19 court already held that the limited work product privilege cannot
20 apply to these questions. [Exhibit H.] Pursuant to C.C.P.
21 §2018, the "work product of an attorney is not discoverable
22 unless the court determines that denial of discovery will
23 unfairly prejudice the party seeking discovery in preparing that
24 party's claim or defense or will result in an injustice." Only
25 writings which reflect "an attorney's impressions, conclusions,
26 opinions or legal research or theories" are completely protected
27 from discovery.

28 In this case, the questions asked of Armstrong in deposition

1 do not probe into Mr. Greene's work product at all; they
2 certainly have nothing to do with his writings. The questions
3 seek to establish whether or not Armstrong has breached the
4 agreement and the injunction by aiding the Aznarans and other
5 anti-Scientology litigants, and whether Armstrong has profited
6 from those breaches. They do not probe the content of any
7 writings, nor have they asked for production of work generated by
8 either Armstrong or Greene on the case. Indeed, the only
9 questions asked which specifically pertain to matters at issue in
10 the Aznaran case were questions which sought to ascertain the
11 degree of Armstrong's participation in the preparation of
12 materials that were filed in that case, and are thus part of the
13 public record.

14 Armstrong's privacy objection (which Mr. Greene has
15 apparently asserted on behalf of both Armstrong and himself) is
16 just as inapplicable here as it was to the category of questions
17 concerning conversations with third parties about Scientology.
18 Greene hired Armstrong knowing that Armstrong had an Agreement
19 with the Church not to be employed on any anti-Scientology cases.
20 Neither Greene nor Armstrong could reasonably expect that their
21 conversations and conduct -- conduct directly at issue in this
22 case -- would not be probed in discovery. Nor is there any
23 legitimate reason to shield from plaintiff information as to
24 Armstrong's compensation for work on anti-Scientology cases, or
25 Mr. Greene's diligence in ensuring that he and his client comply
26 with the terms of the injunction issued specifically in this
27
28

1 case.⁶

2 Under these circumstances, Armstrong should be ordered to
3 return to deposition, and to answer fully and completely
4 Questions 4 - 6 set forth in the accompanying Separate Statement,
5 along with any relevant follow-up questions which those answers
6 may generate.

7 C. Armstrong Must Be Required To Answer Questions Concerning
8 FACTI, The Anti-Scientology Corporation Which Armstrong
9 Helped To Establish, FACTI; Question Nos. 7, 8, 9

10 The 18th Cause of Action in the Second Amended Complaint
11 alleges that Armstrong, with his friend and associate, Larry
12 Wollersheim, has established a corporation in Colorado to act,
13 inter alia, as a computer repository for documents concerning
14 Armstrong's involvement with the Church and related entities.
15 During deposition, Armstrong was asked about his conversations
16 with Wollersheim concerning FACTI, the purpose of FACTI, and to
17 whom the FACTI documents were being made available. The specific
18 questions are set forth in the Separate Statement. [Separate
19 Statement, Question Nos. 7, 8, 9.] Armstrong refused to answer
20 any of these highly relevant questions, again asserting a right
21 to privacy.

22 Armstrong has established FACTI to provide a computer
23 bulletin board service to consumers -- it is overt, public, and
24 aggressively vicious in its anti-Scientology stance [See, e.g.,
25 Ex. K.] Armstrong may not establish a corporation for the very

26 ⁶ As to Armstrong's continued employment by Mr. Greene, the
27 Injunction states, "The court does not intend by the foregoing to
28 prohibit defendant Armstrong from: ... (c) engaging in gainful
employment rendering clerical or paralegal services not contrary
to the terms and conditions of this order." [Ex. D, p. 2.]

1 purpose of breaching the Agreement, and then seek to shelter his
2 conversations with other corporate principals by claiming
3 privacy. Vinson v. Superior Court, supra, 43 Cal.3d 833. The
4 Church is not seeking details concerning Armstrong's sexual
5 practices; it is not attempting to obtain his tax returns; it
6 does not seek to inquire into his mental stability. All of these
7 questions generate legitimate privacy concerns. But the contents
8 of a conversation that Armstrong had with Wollersheim concerning
9 what Armstrong felt he could or could not do for FACTI because of
10 the Agreement and the injunction is patently relevant, and no
11 possible expectation of privacy could attach to such a
12 discussion. Armstrong must be compelled to answer Questions 7-9,
13 as set forth in the Separate Statement, along with any relevant
14 follow-up questions.

15 IV. CONCLUSION

16 Armstrong and his counsel have improperly obstructed the
17 discovery process in this litigation. This is not the first
18 motion to compel Armstrong's deposition testimony on highly
19 relevant subjects, but the second. Further, as to some
20 questions, the same objection was interposed which had by
21 overruled by the Court nearly two years ago. Under these
22 circumstances, Armstrong must be compelled to answer the
23 questions, and he and his counsel ordered to pay attorney fees
24 and costs incurred by the Church in bringing this motion and as a
25 consequence of the further day of deposition made necessary by

26 ///

27 ///

28 ///

1 their obstruction, pursuant to C.C.P. §§ 2023(a)(4),(5),(7) and
2 §§ 2023(b)(1).

3 Dated: December 22, 1994

Respectfully submitted,

4 MICHAEL LEE HERTZBERG

5 WILSON, RYAN & CAMPILONGO

6
7 By:

8 / S /
Andrew H. Wilson

9 Laurie J. Bartilson
BOWLES & MOXON

10 Attorneys for Plaintiff
11 CHURCH OF SCIENTOLOGY INTERNATIONAL
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On December 22, 1994, I served the foregoing document described as MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF CHURCH OF SCIENTOLOGY INTERNATIONAL'S MOTION TO COMPEL DEFENDANT GERALD ARMSTRONG TO ANSWER DEPOSITION QUESTIONS, AND FOR SANCTIONS on interested parties in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

FORD GREENE
HUB Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

PAUL MORANTZ
P.O. Box 511
Pacific Palisades, CA 90272

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[x] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that

same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on December 22, 1994 at Los Angeles, California.

[] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on _____ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Print or Type Name

Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

1 Andrew H. Wilson, SBN #063209
WILSON, RYAN & CAMPILONGO
2 115 Sansome Street, 4th Floor
San Francisco, California 94104
3 (415) 391-3900
Telefax: (414) 954-0938
4

Laurie J. Bartilson, SBN #139220
5 MOXON & BARTILSON
6255 Sunset Boulevard, Suite 2000
6 Hollywood, CA 90028
(213) 960-1936
7 Telefax: (213) 953-3351

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
9 INTERNATIONAL

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF MARIN

13 CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California not-
14 for-profit religious corporation,

15
16 Plaintiff,

17
18 vs.

19
20 GERALD ARMSTRONG; DOES 1 through
21 25, inclusive,

22
23 Defendants.
24

) CASE NO. 157680

) [LASC NO. BC-052395]

) [CONSOLIDATED]

) NOTICE OF TAKING OF
) DEPOSITION OF DEFENDANT
) GERALD ARMSTRONG

) TRIAL DATE: May 18, 1995

25 TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

26 PLEASE TAKE NOTICE that plaintiff, Church of Scientology
27 International, will take the continued deposition of defendant
28 Gerald Armstrong on Thursday, March 9, 1995 at 11:00 a.m. at the

1 law offices of William R. Benz, Esq., located at 900 Larkspur
2 Landing Circle, No. 185, Larkspur, California. This deposition
3 will be taken before a certified shorthand reporter and Notary
4 Public, or other such person authorized to administer oaths who
5 may be present at such time and place.

6 Dated: February 24, 1994

MOXON & BARTILSON

7
8 BY: 

Laurie J. Bartilson

9
10 Andrew M. Wilson
WILSON, RYAN, & CAMPILONGO

11 Attorneys for Plaintiff
12 CHURCH OF SCIENTOLOGY
13 INTERNATIONAL
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MARGARET T. SINGER, Ph.D., Inc.

A Professional Corporation
17 EL CAMINO REAL
BERKELEY, California 94705

(510) 848 3863
FAX: (510) 848 8618
(510) 848 1855

22 March 95

To Whom It May Concern:

I have known Mr. Gerald Armstrong since the early 1980's.

In recent weeks, I have professionally evaluated him, and have monitored his condition.

In my professional opinion, he has been undergoing a psychological crisis in his life.

It is my further professional opinion that it would be detrimental to his psychological welfare to have to go through more days of deposition at this time.

Sincerely yours,

Margaret T. Singer

Margaret T. Singer, Ph.D.
Clinical Psychologist

EXHIBIT BB

1 Andrew H. Wilson, SBN #063209
WILSON, RYAN & CAMPILONGO
2 115 Sansome Street, 4th Floor
San Francisco, California 94104
3 (415) 391-3900
Telefax: (414) 954-0938
4

5 Laurie J. Bartilson, SBN #139220
MOXON & BARTILSON
6 6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028
(213) 960-1936
7 Telefax: (213) 953-3351

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
9 INTERNATIONAL

10
11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF MARIN

14 CHURCH OF SCIENTOLOGY	)	CASE NO. 157680
INTERNATIONAL, a California not-)	
15 for-profit religious corporation,	)	[LASC NO. BC-052395]
)	
16	)	[CONSOLIDATED]
)	
17 Plaintiff,	)	NOTICE OF DEPOSITION OF
	)	MARGARET SINGER
18 vs.)	
)	
19)	
GERALD ARMSTRONG; DOES 1 through)	
20 25, inclusive,	)	TRIAL DATE: May 18, 1995
)	
21)	
Defendants.)	
22)	

23 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

24 PLEASE TAKE NOTICE that plaintiff CHURCH OF SCIENTOLOGY
25 INTERNATIONAL shall take the deposition of Margaret Singer on
26 April 10, 1995 at 11:00 a.m. at the law offices of William R.
27 Benz, 900 Larkspur Landing Circle, No. 185, Larkspur, California
28

1 94939, telephone (415) 461-6633, before an official court
2 reporter or other officer duly authorized by law to administer
3 oaths. The deposition shall continue from day to day, Sundays
4 and holidays excepted, until concluded.

5 PLEASE TAKE FURTHER NOTICE THAT said deponent is requested
6 to produce at the time and date indicated above the original
7 (within the meaning of Section 255 of the Evidence Code)
8 documents and writings, described by the requests for document
9 production in the subpoena attached hereto.

10 DATED: March 24, 1995

MOXON & BARTILSON

11
12
13 By: 
14 Laurie J. Bartilson, Esq.

15 Counsel for Plaintiff
16 CHURCH OF SCIENTOLOGY
17 INTERNATIONAL
18
19
20
21
22
23
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Laurie J. Bartilson MOXON & BARTILSON 6255 Sunset Blvd., Suite 2000 Hollywood, CA 90028 ATTORNEY FOR (Name): Plaintiff Church of Scientology International	TELEPHONE NO.: (213) 960-1936	FOR COURT USE ONLY
NAME OF COURT: Marin County Superior Court STREET ADDRESS: Hall of Justice MAILING ADDRESS: Civic Center CITY AND ZIP CODE: San Rafael, CA 94903 BRANCH NAME:		
PLAINTIFF/PETITIONER: Church of Scientology International DEFENDANT/RESPONDENT: Gerald Armstrong, Michael Walton, et al.		
DEPOSITION SUBPENA For Personal Appearance <input checked="" type="checkbox"/> and Production of Documents and Things		
		CASE NUMBER: 157680

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):

Margaret Singer, 17 El Camino Real, Berkeley, CA 94705 (415) 848-1855

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following time and place:

Date:	Time:	Address:
April 10, 1995	11:00 am	Offices of William R. Benz, 900 Larkspur Landing Circle, No. 185 Larkspur, CA 94939 (415) 461-6633

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 3. (Code of Civil Procedure section 2025 (d)(6).)
- b. ☒ You are ordered to produce the documents and things described in item 3.
- c. ☐ This deposition will be recorded stenographically and by ☐ audiotape ☐ videotape.
- d. ☐ This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025 (u)(4).
2. ☐ The personal attendance of the custodian of records or other qualified witness ☐ and the production of the original documents are required by this deposition subpoena. The procedure authorized by Evidence Code sections 1560 (b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
3. ☒ The documents and things to be produced and any testing or sampling being sought are described as follows:

See Exhibit A attached.

☐ Continued on attachment 3.


4. A deposition permits an attorney to ask questions of a witness who is sworn to tell the truth. An attorney for other parties may then ask questions also. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. A witness may read the written record and change any incorrect answers before signing the deposition. The witness is entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued:

JAMES H. DEMPSEY

(PRINT OR TYPE NAME)


 EXECUTIVE OFFICER/CLERK OF THE SUPERIOR COURT

(See reverse for proof of service)

(TITLE)

PLAINTIFF/PETITIONER: Church of Scientology International	CASE NUMBER: 157680
DEFENDANT/RESPONDENT: Gerald Armstrong, Michael Walton, et al.	

PROOF OF SERVICE OF DEPOSITION SUBPENA—PERSONAL APPEARANCE

1. I served this Deposition Subpena—Personal Appearance by personally delivering a copy to the person served as follows:

a. Person served (name):

b. Address where served:

c. Date of delivery:

d. Time of delivery:

e. Witness fees and mileage both ways (check one):

- (1) ☐ were paid. Amount:\$ _____
- (2) ☐ were not paid.
- (3) ☐ were tendered to the witness's public entity employer as required by Government Code section 68097.2. The amount tendered was (specify):\$ _____

f. Fee for service:\$ _____

2. I received this subpoena for service on (date):

3. Person serving:

- a. ☐ Not a registered California process server.
- b. ☐ California sheriff, marshal, or constable.
- c. ☐ Registered California process server.
- d. ☐ Employee or independent contractor of a registered California process server.
- e. ☐ Exempt from registration under Bus. & Prof. Code section 22350(b).
- f. ☐ Registered professional photocopier.
- g. ☐ Exempt from registration under Bus. & Prof. Code section 22451.
- h. Name, address, and telephone number and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(For California sheriff, marshal, or constable use only)
I certify that the foregoing is true and correct.

Date:

(SIGNATURE)

(SIGNATURE)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

21
22
23
24
25
26
27
28

27
28

1 4. The term "you" as used herein means the deponent.

2 5. If in response to this Deposition subpoena you decline
3 or refuse to produce any document based upon a claim of
4 privilege, at the time of production of these records, you are to
5 state in writing with respect to each such document the
6 following:

7 (a) An identification of the document with
8 reasonable specificity and particularity, including its
9 nature (memo, letter, etc.), title and date;

10 (b) The exact nature of the privilege asserted;

11 (c) All of the facts upon which your claim of
12 privilege is based or which supports said claim;

13 (d) With respect to each person who was present at
14 the time the document was prepared:

15 (1) Their name and last known business and
16 residential addresses and telephone numbers; and

17 (2) Their employer and job title or capacity
18 at the time that the document was prepared;

19 (e) With respect to each individual and entity to
20 whom the original or a copy of the document was sent:

21 (1) their name and last known business and
22 residential addresses and telephone numbers; and

23 (2) Their employer and job title or capacity
24 at the time that the original or the copy of the
25 document was sent to them;

26 (3) The date(s) when the document or copy was
27 sent; and

28 (4) By whom the document or copy was sent;

MARGARET T. SINGER, Ph.D., Inc.

A Professional Corporation
17 EL CAMINO REAL
BERKELEY, California 94705

(510) 848 3863
FAX: (510) 848 8618
(510) 848 1855

22 March 95

To Whom It May Concern:

I have known Mr. Gerald Armstrong since the early 1980's.

In recent weeks, I have professionally evaluated him, and have monitored his condition.

In my professional opinion, he has been undergoing a psychological crisis in his life.

It is my further professional opinion that it would be detrimental to his psychological welfare to have to go through more days of deposition at this time.

Sincerely yours,

Margaret T. Singer

Margaret T. Singer, Ph.D.
Clinical Psychologist

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Los Angeles, CA 90028.

On March 24, 1995, I served the foregoing document described as NOTICE OF DEPOSITION OF MARGARET SINGER on interested parties in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

Michael Walton
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

William R. Benz, Esq.
900 Larkspur Landing Circle, No. 185
Larkspur, CA 94939

[x] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[x] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more

than one day after date of deposit for mailing an affidavit.

Executed on March 24, 1995 at Los Angeles, California.

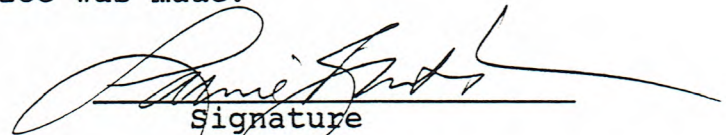
[] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

Executed on _____ at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie Bartholson
Print or Type Name


Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIB FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 456-5318

June 10, 1992

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Teletypewriter
213-662-6419

RE: *Scientology v. Armstrong*
Marin County Superior Court
Case No. 152229

Dear Ms. Bartilson:

This letter will confirm our telephone conversation this afternoon whereby we agreed that the deposition of Gerald Armstrong would not proceed on June 15, but instead would proceed on June 24, 1992, at 10:00 a.m. at Mr. Wilson's office. We also discussed the possibility, without confirmation, of Mr. Armstrong's document production taking place on June 22. I expressly advised that no such document production would be forthcoming on June 15, 1992.

Finally, you agreed to bear the costs of the copying required in order to satisfy ~~your~~ document demand.

Sincerely,



FORD GREENE

:acg

cc: Paul Morantz, Esq.
Graham E. Berry, Esq.

June 12, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415)954-0938

Re: CSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

I am the designated representative of The Gerald Armstrong Corporation, and I am in receipt of your subpoena duces tecum ordering my appearance at your office on June 24, 1992 and the production at that time of documents described in Exhibit A to your subpoena.

Please be advised that compliance with the ordered production of documents necessitates a sifting through TGAC's document archive, selection therefrom of documents which fall into the 38 categories you have specified as "documents and things to be produced," and copying those documents.

TGAC's archive contains, as you know, extremely rare and valuable original works. These works must be handled by someone trained in handling such materials and completely trustworthy. I cannot hope to myself do the required sifting, selection and copying due to other more important demands on my time. Therefore TGAC will have to hire someone else who is trained and trustworthy. I will perform the actions required by your paragraph 5 under "definitions and explanations" of Exhibit A to your subpoena.

The charges for the work required by your subpoena duces tecum shall be at the rate of \$25.00 per hour for the document handler, \$0.15 per page for all copies produced, and \$35.00 per hour for my work in connection with compliance with your orders. Obviously TGAC does not enjoy the luxury of sub-minimum wage SO members in dealing with its documents. It is estimated that the document handler will take 64 hours to complete the assignment, and I will take 55 hours. It is impossible to estimate the number of copies at this time.

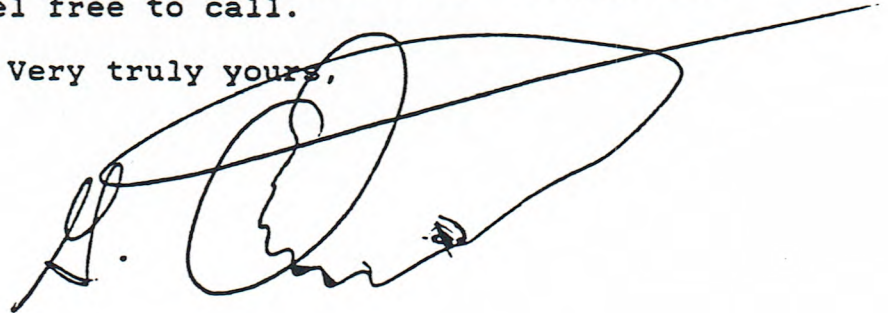
If this fee arrangement is acceptable to your client, and upon receipt of the estimated hourly amount; i.e., \$3525.00, I will have the work you require started. I regret having to ask

for payment up front, but your client has an undeniable reputation for not delivering what is promised, and specifically not paying its legal bills. As I'm sure you're aware, your client is even now refusing to pay, notwithstanding such payment is pursuant to the agreement it sought to enforce, the fees and costs incurred in its unsuccessful motion to enforce in Armstrong I.

If the fee and cost arrangement for document production is not acceptable to your client please advise me and cancel the June 24 deposition.

For purposes relating to this letter or the deposition of TGAC's representative, please communicate to me at Ford Greene's fax no. (415)456-5318, or tel. no. (415)258-0360. If you have any questions, please feel free to call.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to be 'G. Armstrong', written over a horizontal line.

Gerald Armstrong
President, TGAC

:ga

cc: Laurie J. Bartilson, Esquire
Ford Greene, Esquire
Paul Morantz, Esquire
Graham E. Berry, Esquire
TGAC

The Gerald Armstrong Corporation
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450

June 17, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415)954-0938

Re: CSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

I have not heard back from you concerning payment for The Gerald Armstrong Corporation's copying costs, etc., as you know, and am assuming all is well.

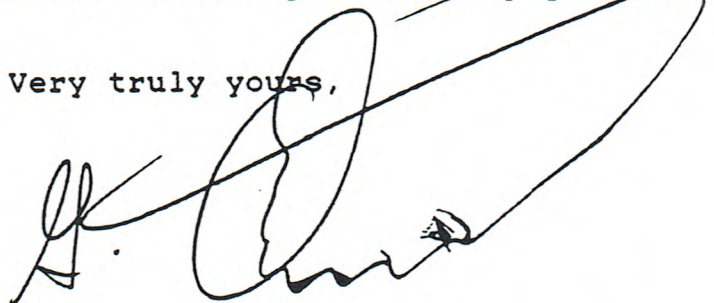
Actually I've found it impossible in any case to approach the task of sifting TGAC's archive for reasons which I will make the subject of another communication. I will devote this letter to possibly a ticklish subject.

Ordinarily a corporation would arrive at a deposition with, if it had a lawyer, one of its choice. If it had a legal problem appear in its domain it would go to a lawyer of its choice. In this case, TGAC desires to choose Joseph A. Yanny, or at least consult with Mr. Yanny concerning possible representation.

It very well may be that the organization has no objection to Mr. Yanny's representing non-party TGAC in the Armstrong litigation, in which event fax me your agreement so I can proceed without unfair delay. And if the organization does intend to oppose Mr. Yanny's representing TGAC also fax me that fact so a motion can be brought to allow such representation, also without unfair delay.

Please don't be afraid to call if you have any questions.

Very truly yours,

A large, stylized handwritten signature in black ink, likely belonging to Gerald Armstrong, written over a diagonal line that spans across the signature area.

Gerald Armstrong

:ga

cc: Laurie J. Bartilson, Esquire
Ford Greene, Esquire
Paul Morantz, Esquire
Graham E. Berry, Esquire
Joseph A. Yanny, Esquire
TGAC

The Gerald Armstrong Corporation
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450
For now: (415)258-0360
Fax: (415)456-5318

June 19, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415)954-0938

Re: CSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

I mentioned in my letter of June 17 requesting your client's approval of Joseph A. Yanny's representation of The Gerald Armstrong Corporation in this litigation, an answer, by the way, to which, as you're probably aware, you have just now sent me, that I've found it impossible to approach the task of sifting TGAC's archive for the documents you request.

The reason for this inability is obvious, I would think, not only to any reasonable person, but also to the organization's bosses, and, after the following explanation, even the bosses' lawyers. You, being both possibly reasonable and a lawyer to the bosses, may be in a position to help me get over my inability. I will not, however, as I've learned to not throughout the last ten years of litigation, hold my breath.

Every time I approach TGAC's archive with the idea of looking for documents for the organization I am transfixed by its perfidy, devastated by its odium. I suppose it's a little nonsensical communicating this to you since you are such a big beneficiary of and participant in the org's perfidy and odium, but you are, after all, the person signing their documents, and you are also the recipient, and of course a willing one, of the bosses' mushroom treatment; that is to say, they keep you in the dark and shovel you fungi food.

In the fall of 1984 organization operatives stole a briefcase containing a pack of original writings and drawings from the trunk of my car. I valued the materials commercially then at \$50,000.00. Their commercial value now is \$500,000.00. But their value to me, as you can imagine, is far more than that.

The organization, through John Peterson, its lawyer who then stood in the shoes you now fill, denied its theft of my materials, attacked me for even thinking org operatives might have committed the crime, and I have had to live sadly with the loss, not being able to prove otherwise. Very recently, however, I was advised by Vicki Aznaran that she knew back in 1984 that the organization had boosted my briefcase. The org's boss of bosses, David Miscavige, boasted to her of the heist and his possession of my writings and other documents. Vicki said he

didn't have much appreciation for my poetry, but that's understandable because the org's bosses don't have much appreciation period and certainly not of anything resembling literature.

So now, every time I consider looking through TGAC's archive for documents the org lusts after I am immobilized by the org's foul play, its dehumanized hubris, and its assault on my soul. I cannot act until it delivers to me my writings, my drawings and my documents. If there is any doubt regarding the psychological impact of the org's theft of my things, its attacks on my person and spirit, its unbridled efforts to drive me insane, its lies, its pettifoggers, its fair game, its hatred and its determination to destroy me, I urge you to have me examined by a psychologist of your choice. I cannot imagine anyone, even from the org's stable of psychowhores, not saying something like, "You guys have really savaged this man. Give him his papers."

There are, if that wasn't enough, the matters of the org's culling of my pc folders after Judge Breckenridge ordered their production, and the org's refusal to produce, in fact denial of the existence of, any documents concerning its operations against me, including the videotape incident you so cavalierly employ in your role of org mercenary. I do not have an organization which carries out illegal and antisocial espionage operations against your client or anyone else. Your client has the organization, the means, the mentality, the philosophy justifying its opportunistic hatred, and the overweening oblivious faith in the wisdom of greed and suppression.

So while the organization demands, from its ill-gotten position of legal sanctimony, the works of a writer and artist, whose only crime is opposing criminality, it refuses to produce, indeed hides, lies about and destroys the evidence of its decade of operations against the writer. The unfairness shocks the mind of civilized people. But that is, it's understood, what you and your client intend. This sort of unfairness is why our courts have a clean hands doctrine.

I am happy to be proven wrong in what I've stated in this letter. I would even be happy, should you deliver to me my documents and all the documents concerning all operations against me, to attempt to go through TGAC's archive for anything which might conceivably be discoverable in this litigation. But I cannot in my right mind now approach that task.

I am not unwilling to forgive; in fact it could be said that forgiveness is my philosophy. But although I am forgiving I am also not stupid, and I believe it would be stupid to subject myself to more organizational abuse. And that is why I cannot approach TGAC's archive to search for documents for you. I cannot get by how stupid it is to be abused by you and your

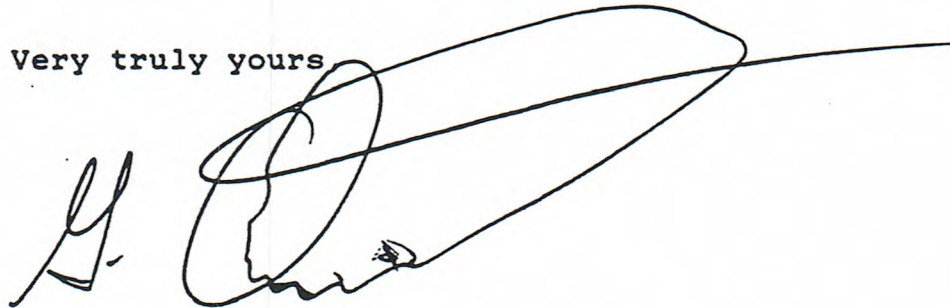
client. No one in your organization can point to any instance of my abuse of him or her; whereas I can show ten years of fiendish abuse of me by the org.

I realize that by writing this letter it will be argued that I have provided the org the reason it needs to fight me to the death. But that is belied by the fact that it has been fighting me to the death for the ten years before I wrote the letter. Therefore the worst that can happen is that nothing changes. At least you will know that I am in the fight to the death. So advise the organization to either send my documents or send its assassins; clean its hands or add a little blood.

The one thing I am unyielding on is being willing to communicate and negotiate with anyone. So if someone from the organization wants to talk to me, please don't be miserly with my phone number.

And if you can do anything to convey a little ray of rationality to your benighted client, without risking your retainer of course, I am sure your courage will not go unrewarded.

Very truly yours

A handwritten signature in dark ink, appearing to be 'G. Armstrong', with a long, sweeping horizontal line extending to the right.

Gerald Armstrong
President, TGAC

:ga

cc: Laurie J. Bartilson, Esquire
Ford Greene, Esquire
Paul Morantz, Esquire
Graham E. Berry, Esquire
Joseph A. Yanny, Esquire
Richard & Vicki Aznaran
TGAC

The Gerald Armstrong Corporation
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450
For now: (415)258-0360
Fax: (415)456-5318

June 20, 1992

Andrew H. Wilson, Esquire
Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Via Telecopier (415)954-0938

Re: CSI v. Armstrong
LASC No. BC 052395

Dear Mr. Wilson:

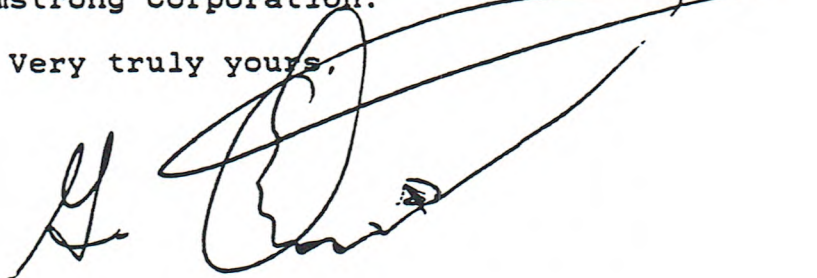
I didn't realize it until I received your letter of June 17 that the copying charge per page should have been fifty and not fifteen cents per page. I like fifteens, as you know by now, and naturally they sound like fifties. And we are all prone to phonetic errors, as everyone nose. But fifty is what the court's charge, and it's what we here in TGAC have to pay.

I am able to put my hands on approximately 3000 pages to be produced at the June 24 deposition and will have them copied upon receipt of your check in the amount of \$1,500.00 (fifteen hundred dollars), which I'm happy to hear you're happy to pay.

TGAC is not, by agreement to produce any documents upon payment of the copying charge, dropping its demand for \$25.00 per hour for its document handler and \$35.00 per hour for my time in connection with TGAC's involvement in this litigation. It is our position that your client has unclean hands which bar its use of the courts for any purpose; that the litigation against Gerald Armstrong is frivolous, brought in bad faith, and will ultimately be found to be a part of a massive criminal conspiracy to obstruct justice and subvert basic human rights; and that your involving of The Gerald Armstrong Corporation in this criminal conspiracy is an abuse of process. Therefore we expect payment for our time at the rates specified, unless money ceases to be currency.

We don't have much time before the June 24 deposition, and today's only Saturday, so if you do send your check by courier we'll rush right down to the bank with it. Make sure it's payable to The Gerald Armstrong Corporation.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read 'Gerald Armstrong', is written over the 'Very truly yours,' text.

Gerald Armstrong

President, TGAC

:ga

cc: Laurie J. Bartilson, Esquire
Ford Greene, Esquire
Paul Morantz, Esquire
Graham E. Berry, Esquire
Joseph A. Yanny, Esquire
TGAC

The Gerald Armstrong Corporation
715 Sir Francis Drake Blvd
San Anselmo, CA 94960
(415)456-8450
For now: (415)258-0360
Fax: (415)456-5318

HUB LAW OFFICES
 Ford Greene, Esquire
 California State Bar No. 107601
 711 Sir Francis Drake Boulevard
 San Anselmo, California 94960-1949
 Telephone: (415) 258-0360

Attorney for Defendant
 GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
 INTERNATIONAL, a California
 not-for-profit religious
 corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
 through 25, inclusive,

Defendants.

No. 152 229

DEFENDANT ARMSTRONG'S
 OBJECTIONS TO AMENDED NOTICE
 OF TAKING DEPOSITION OF
 GERALD ARMSTRONG

OBJECTIONS TO DOCUMENTS AND THINGS TO BE PRODUCED

1. Too general to be susceptible of reasonable interpretation. Attorney client privilege. Attorney work product privilege. Joint defense privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. Privacy privilege. Psychotherapist patient privilege. First amendment religious liberty privilege.

2. No such documents are in defendant's possession. Too general to be susceptible of reasonable interpretation. Attorney

COPY

1 client privilege. Attorney work product privilege. Joint defense
2 privilege. Obtainable from some other source. Unreasonably
3 cumulative. Unduly burdensome and expensive. First amendment
4 free speech privilege. First amendment religious liberty
5 privilege. Privacy privilege.

6 3. No such documents are in defendant's possession. Too
7 general to be susceptible of reasonable interpretation. Attorney
8 client privilege. Attorney work product privilege. Joint defense
9 privilege. Priest penitent privilege. Obtainable from some other
10 source. Unreasonably cumulative. Unduly burdensome and
11 expensive. First amendment free speech privilege. First
12 amendment religious liberty privilege. Privacy privilege.

13 4. No such documents are in defendant's possession. Too
14 general to be susceptible of reasonable interpretation. Attorney
15 client privilege. Attorney work product privilege. Joint defense
16 privilege. Priest penitent privilege. Obtainable from some other
17 source. Unreasonably cumulative. Unduly burdensome and
18 expensive. First amendment free speech privilege. First
19 amendment religious liberty privilege. Privacy privilege.

20 5. No such documents are in defendant's possession. Too
21 general to be susceptible of reasonable interpretation. Attorney
22 client privilege. Attorney work product privilege. Joint defense
23 privilege. Priest penitent privilege. Obtainable from some other
24 source. Unreasonably cumulative. Unduly burdensome and
25 expensive. First amendment free speech privilege. First
26 amendment religious liberty privilege. Privacy privilege.

27 6. No such documents are in defendant's possession. Too
28 general to be susceptible of reasonable interpretation. Attorney

1 client privilege. Attorney work product privilege. Obtainable
2 from some other source. Unreasonably cumulative. Unduly
3 burdensome and expensive. First amendment free speech privilege.
4 First amendment religious liberty. Privacy privilege.

5 7. No such documents are in defendant's possession. Too
6 general to be susceptible of reasonable interpretation. Attorney
7 client privilege. Attorney work product privilege. Obtainable
8 from some other source. Unreasonably cumulative. Unduly
9 burdensome and expensive. First amendment religious liberty.
10 First amendment free speech privilege. Privacy privilege.

11 8. No such documents are in defendant's possession. Too
12 general to be susceptible of reasonable interpretation. Attorney
13 client privilege. Attorney work product privilege. Obtainable
14 from some other source. Unreasonably cumulative. Unduly
15 burdensome and expensive. First amendment free speech privilege.
16 First amendment religious liberty. Privacy privilege.

17 9. No such documents are in defendant's possession. Too
18 general to be susceptible of reasonable interpretation. Attorney
19 client privilege. Attorney work product privilege. Joint defense
20 privilege. Priest penitent privilege. Obtainable from some other
21 source. Unreasonably cumulative. Unduly burdensome and
22 expensive. First amendment free speech privilege. First
23 amendment religious liberty. Privacy privilege.

24 10. No such documents are in defendant's possession. Too
25 general to be susceptible of reasonable interpretation. Attorney
26 client privilege. Attorney work product privilege. Joint defense
27 privilege. Priest penitent privilege. Obtainable from some other
28 source. Unreasonably cumulative. Unduly burdensome and

1 expensive. First amendment free speech privilege. First
2 amendment religious liberty. Privacy privilege.

3 11. No such documents are in defendant's possession. Too
4 general to be susceptible of reasonable interpretation. Attorney
5 client privilege. Attorney work product privilege. Joint defense
6 privilege. Priest penitent privilege. Obtainable from some other
7 source. Unreasonably cumulative. Unduly burdensome and
8 expensive. First amendment free speech privilege. First
9 amendment religious liberty. Privacy privilege.

10 12. Too general to be susceptible of reasonable
11 interpretation. Attorney work product privilege. Joint defense
12 privilege. Obtainable from some other source. Unreasonably
13 cumulative. Unduly burdensome and expensive. First amendment
14 free speech privilege. First amendment religious liberty.
15 Privacy privilege.

16 13. Too general to be susceptible of reasonable
17 interpretation. Attorney work product privilege. Joint defense
18 privilege. Obtainable from some other source. Unreasonably
19 cumulative. Unduly burdensome and expensive. First amendment
20 free speech privilege. First amendment religious liberty.
21 Privacy privilege.

22 14. Too general to be susceptible of reasonable
23 interpretation. Attorney work product privilege. Joint defense
24 privilege. Obtainable from some other source. Unreasonably
25 cumulative. Unduly burdensome and expensive. First amendment
26 free speech privilege. First amendment religious liberty.
27 Privacy privilege.

28 15. Too general to be susceptible of reasonable

1 interpretation. Attorney work product privilege. Joint defense
2 privilege. Obtainable from some other source. Unreasonably
3 cumulative. Unduly burdensome and expensive. First amendment
4 free speech privilege. First amendment religious liberty.
5 Privacy privilege.

6 16. Too general to be susceptible of reasonable
7 interpretation. Attorney work product privilege. Joint defense
8 privilege. Obtainable from some other source. Unreasonably
9 cumulative. Unduly burdensome and expensive. First amendment
10 free speech privilege. First amendment religious liberty.
11 Privacy privilege.

12 17. Too general to be susceptible of reasonable
13 interpretation. Attorney work product privilege. Joint defense
14 privilege. Obtainable from some other source. Unreasonably
15 cumulative. Unduly burdensome and expensive. First amendment
16 free speech privilege. First amendment religious liberty.
17 Privacy privilege.

18 18. Too general to be susceptible of reasonable
19 interpretation. Attorney work product privilege. Joint defense
20 privilege. Obtainable from some other source. Unreasonably
21 cumulative. Unduly burdensome and expensive. First amendment
22 free speech privilege. First amendment religious liberty.
23 Privacy privilege.

24 19. Too general to be susceptible of reasonable
25 interpretation. Attorney work product privilege. Joint defense
26 privilege. Obtainable from some other source. Unreasonably
27 cumulative. Unduly burdensome and expensive. First amendment
28 free speech privilege. First amendment religious liberty.

1 Privacy privilege.

2 20. No such documents are in defendant's possession. Too
3 general to be susceptible of reasonable interpretation. Attorney
4 work product privilege. Joint defense privilege. Obtainable from
5 some other source. Unreasonably cumulative. Unduly burdensome
6 and expensive. First amendment free speech privilege. First
7 amendment religious liberty.

8 21. No such documents are in defendant's possession. Too
9 general to be susceptible of reasonable interpretation. Attorney
10 work product privilege. Joint defense privilege. Obtainable from
11 some other source. Unreasonably cumulative. Unduly burdensome
12 and expensive. First amendment free speech privilege. Privacy
13 privilege. First amendment religious liberty.

14 22. No such documents are in defendant's possession. Too
15 general to be susceptible of reasonable interpretation. Attorney
16 work product privilege. Joint defense privilege. Priest penitent
17 privilege. Obtainable from some other source. Unreasonably
18 cumulative. Unduly burdensome and expensive. First amendment
19 free speech privilege. First amendment religious liberty.
20 Privacy privilege.

21 23. No such documents are in defendant's possession. Too
22 general to be susceptible of reasonable interpretation. Attorney
23 work product privilege. Joint defense privilege. Priest penitent
24 privilege. Obtainable from some other source. Unreasonably
25 cumulative. Unduly burdensome and expensive. First amendment
26 free speech privilege. First amendment religious liberty.
27 Privacy privilege.

28 24. No such documents are in defendant's possession. Too

1 general to be susceptible of reasonable interpretation. Attorney
2 work product privilege. Joint defense privilege. Priest penitent
3 privilege. Obtainable from some other source. Unreasonably
4 cumulative. Unduly burdensome and expensive. First amendment
5 free speech privilege. First amendment religious liberty.
6 Privacy privilege.

7 25. No such documents are in defendant's possession. Too
8 general to be susceptible of reasonable interpretation. Attorney
9 work product privilege. Joint defense privilege. Priest penitent
10 privilege. Obtainable from some other source. Unreasonably
11 cumulative. Unduly burdensome and expensive. First amendment
12 free speech privilege. First amendment religious liberty.
13 Privacy privilege.

14 26. Too general to be susceptible of reasonable
15 interpretation. Attorney work product privilege. Joint defense
16 privilege. Priest penitent privilege. Obtainable from some other
17 source. Unreasonably cumulative. Unduly burdensome and
18 expensive. First amendment free speech privilege. First
19 amendment religious liberty. Privacy privilege.

20 27. Too general to be susceptible of reasonable
21 interpretation. Attorney work product privilege. Joint defense
22 privilege. Priest penitent privilege. Obtainable from some other
23 source. Unreasonably cumulative. Unduly burdensome and
24 expensive. First amendment free speech privilege. First
25 amendment religious liberty. Privacy privilege.

26 28. Too general to be susceptible of reasonable
27 interpretation. Attorney client privilege. Attorney work product
28 privilege. Joint defense privilege. Priest penitent privilege.

1 Obtainable from some other source. Unreasonably cumulative.
2 Unduly burdensome and expensive. First amendment free speech
3 privilege. First amendment religious liberty. Privacy privilege.

4 29. Too general to be susceptible of reasonable
5 interpretation. Attorney client privilege. Attorney work product
6 privilege. Joint defense privilege. Priest penitent privilege.

7 Obtainable from some other source. Unreasonably cumulative.
8 Unduly burdensome and expensive. First amendment free speech
9 privilege. First amendment religious liberty. Privacy privilege.

10 30. Too general to be susceptible of reasonable
11 interpretation. Attorney client privilege. Attorney work product
12 privilege. Joint defense privilege. Priest penitent privilege.

13 Obtainable from some other source. Unreasonably cumulative.
14 Unduly burdensome and expensive. First amendment free speech
15 privilege. First amendment religious liberty. Privacy privilege.

16 31. Too general to be susceptible of reasonable
17 interpretation. Attorney client privilege. Attorney work product
18 privilege. Joint defense privilege. Priest penitent privilege.

19 Obtainable from some other source. Unreasonably cumulative.
20 Unduly burdensome and expensive. First amendment free speech
21 privilege. First amendment religious liberty. Privacy privilege.

22 DATED: June 21, 1992

HUB LAW OFFICES

23
24 By: 

FORD GREENE

Attorney for Defendant

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

DEFENDANT ARMSTRONG'S OBJECTIONS TO AMENDED NOTICE OF TAKING OF DEPOSITION OF DEFENDANT GERALD ARMSTRONG

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Hand

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier
213-662-6419

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street. Suite 1200
Los Angeles, California 90012

By Telecopier
213-750-7900

Paul Morantz, Esq.
P.O. Box 511
Pacific Palisades, CA 90272

By Telecopier

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

[] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: June 22, 1992

Kirk D. Seidel

THE GERALD ARMSTRONG CORPORATION
715 Sir Francis Drake Boulevard
San Anselmo, CA 94960
Telephone (415)456-8450

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY	)	No. BC 052395
INTERNATIONAL, a California)	
note-for-profit religious)	
corporation;	)	RESPONSE TO SUBPENA
	)	DUCES TECUM
Plaintiff,)	
)	
vs.)	
)	
GERALD ARMSTRONG;)	
)	
Defendant.)	
)	
)	
)	

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

THE GERALD ARMSTRONG CORPORATION, a California Corporation,
hereby responds to plaintiff's subpoena duces tecum, as follows:

1. This responding non-party generally objects to
plaintiff's subpoena duces tecum as it is in violation of
California Civil Code Sec. 3517 which states that no one may take
advantage of his own wrong;

2. As a separate and general objection this responding
non-party objects to plaintiff's subpoena duces tecum because
plaintiff has unclean hands and the doors of the court should be
shut against it in limine;

3. As a separate and general objection this responding
non-party objects to plaintiff's subpoena duces tecum because it

is burdensome and oppressive;

4. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it seeks information protected by the attorney-client privilege;

5. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because the documents demanded are irrelevant to the subject matter and not calculated to lead to the discovery of admissible evidence;

6. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands production of religious materials protected by holy privilege and subject to First Amendment (U.S.C.A. Const. Amend.);

7. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is suppressive of the constitutionally guaranteed right of free speech;

8. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is overboard, ambiguous, amorphous and ridiculous;

9. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands information protected by the psychotherapist-patient privilege;

10. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it

demands information protected by the priest-penitent privilege;

11. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands production of documents protected by the paralegal/ attorney work product privilege;

12. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it intrudes into the constitutionally protected right of privacy;

13. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it intrudes into the constitutionally protected right of privacy of third parties;

14. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because categories therein are not specified, pursuant to California Code of Civil Procedure, with reasonable particularity;

15. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands unpublished materials protected by the newsman's privilege;

16. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it is in furtherance of a crime;

17. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands protected trade secrets;

18. As a separate and general objection this responding non-party objects to plaintiff's subpoena duces tecum because it demands protected religious trade secrets;

19. Regarding demand 1, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above and objects moreover and specifically because there is no Exhibit A attached to the complaint in this action; nor is there a statement or hint in the complaint that there was intended to be attached an Exhibit A thereto;

20. Regarding demand 2, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above and objects moreover and specifically because there again Exhibit A is missing;

21. Regarding demand 3, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above and objects moreover and specifically because it is offensive, burdensome and mean-spirited since plaintiff possesses all such documents. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of

prepayment by plaintiff of copying charges.

22. Regarding demand 4, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

23. Regarding demand 5, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above;

24. Regarding demand 6, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

25. Regarding demand 7, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by

plaintiff of copying charges.

26. Regarding demand 8, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

27. Regarding demand 9, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

28. Regarding demand 10, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

29. Regarding demand 11, section B. of Exhibit A to

plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

30. Regarding demand 12, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

31. Regarding demand 13, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

32. Regarding demand 14, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces

tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

33. Regarding demand 15, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

34. Regarding demand 16, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

35. Regarding demand 17, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents

described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

36. Regarding demand 18, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

37. Regarding demand 19, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

38. Regarding demand 20, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by

plaintiff of copying charges.

39. Regarding demand 21, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

40. Regarding demand 22, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

41. Regarding demand 23, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

42. Regarding demand 24, section B. of Exhibit A to

plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

43. Regarding demand 25, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

44. Regarding demand 26, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

45. Regarding demand 27, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces

tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

46. Regarding demand 28, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

47. Regarding demand 29, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

48. Regarding demand 30, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents

described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

49. Regarding demand 31, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above. Nevertheless responding non-party will produce documents described in this demand which are not otherwise privileged as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

50. Regarding demand 32, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

51. Regarding demand 33, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

52. Regarding demand 34, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

53. Regarding demand 35, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above. Nevertheless responding non-party will produce the document described in this demand as expeditiously as reasonable and on the basis of prepayment by plaintiff of copying charges.

54. Regarding demand 36, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above.

55. Regarding demand 37, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18 above.

56. Regarding demand 38, section B. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 19 above.

57. Regarding demand 5, section A. of Exhibit A to plaintiff's notice of taking the deposition of The Gerald Armstrong Corporation pertaining to plaintiff's subpoena duces tecum, responding non-party repeats objections 1 through 18

above.

Dated: June 21, 1992

THE GERALD ARMSTRONG CORPORATION

A large, stylized handwritten signature in black ink, appearing to read 'G. Armstrong', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

by GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California.

I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following document:

THE GERALD ARMSTRONG CORPORATION'S RESPONSE
TO SUBPENA DUCES TECUM

on the following persons on the date set forth below, by placing
a true copy thereof enclosed in a sealed envelope with postage
thereon fully prepaid to be placed in the United States Mail at
San Anselmo, California:

Andrew Willson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Ford Greene, Esquire
HUB LAW OFFICES
711 Sir Francis Drake Boulevard
San Anselmo, CA 94960

Laurie J. Bartilson, Esquire
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street, suite 1200
Los Angeles, CA 90012

Paul Morantz, Esquire
P.O. Box 511
Pacific Palisades, CA 90272

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

[X] (State)

I declare under the penalty of perjury under
the laws of the State of California that the
above is true and correct

DATED: June 22, 1992

Kirk D. Seidel

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN
JEANNETTE D. LEJARD
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI
EDWARD S. ZUSMAN

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0936

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION*

June 23, 1992

Via Facsimile 456-5318

Mr. Gerald Armstrong
The Gerald Armstrong Corporation
715 Sir Frances Drake Boulevard
San Anselmo, CA 94960

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960

Re: Church of Scientology v. Armstrong;
File No. SCI02-003

Gentlemen:

I write in response to DEFENDANT'S OBJECTIONS TO AMENDED NOTICE OF TAKING DEPOSITION OF GERALD ARMSTRONG ("Objections"); and RESPONSE TO SUBPENA DUCES TECUM ("Response"), both of which were hand delivered to this office today, and to the pixilated correspondence which I have received by facsimile from Mr. Armstrong over the past several days.

The Objections and Response appear to deal only with the documents to be produced. I, therefore, conclude that Mr. Armstrong will appear for his deposition as noted on June 24, but will not be providing documents, either in response to the documents requested by the Notice of the taking of his deposition or by the Subpena Duces Tecum directed to The Gerald Armstrong Corporation. If my interpretation is in error, please inform me immediately.

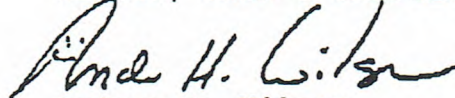
I will not burden the record with a detailed response to the Objections or the Response. However, I will note that the Objections were not timely made or served in accordance with Code of Civil Procedure Section 2025(g) and, as such, are ineffective. To the extent that The Gerald Armstrong Corporation relies upon the provisions of that section and is attempting to excuse non-

compliance with the subpoena by objecting in the form of the Response, that Response is also not timely made or served. Further, I can find no provision in the Code of Civil Procedure which allows Mr. Armstrong to decline to comply with the subpoena, absent making a motion for a protective order.

Finally, we have previously offered to pay the sum of \$0.15 per page for photocopying the records to be produced by The Gerald Armstrong Corporation. Mr. Armstrong's demand for payment of the sum of \$0.50 per page in advance is outrageous and is denied. The fact that courts charge \$0.50 per page to provide copies of their files is irrelevant. As an alternative, we suggest either (1) that Mr. Armstrong bring the documents to his deposition (by my calculation 3,000 pages is easily transported in one Bekins box), and we will copy them in this office under his watchful eyes if necessary, or (2) that Mr. Armstrong designate a commercial copy service in either the San Anselmo-San Rafael or San Francisco area, have the documents copied, and we will pay the copy service directly at the same time as we pick the documents up. I believe that your intent to evade producing documents is all too clearly demonstrated by your conduct of the past several days. I urge you both to stop playing games and produce the requested documents and let us get on with discovery.

Very truly yours,

WILSON, RYAN & CAMPILONGO


Andrew H. Wilson

AHW-0398.LTR:pan

HUB LAW OFFICES
Ford Greene, Esquire
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY	)	No. BC 052395
INTERNATIONAL, a California)	
not-for-profit religious	)	DEFENDANT'S OBJECTIONS TO
corporation;	)	PLAINTIFF'S FIRST REQUEST
	)	<u>FOR PRODUCTION OF DOCUMENTS</u>
Plaintiffs,)	
vs.)	
GERALD ARMSTRONG; DOES 1)	
through 25, inclusive,)	
Defendants.)	

DEMANDING PARTY: Plaintiff Church of Scientology International

RESPONDING PARTY: Defendant Gerald Armstrong

SET NO.: One (1)

1. Irrelevant. Not calculated to lead to admissible evidence. Too general to be susceptible of reasonable interpretation. Attorney client privilege. Attorney work product privilege. Joint defense privilege. Obtainable from some other source. Unreasonably cumulative. Unduly burdensome and expensive. First amendment free speech privilege. Privacy privilege. Psychotherapist patient privilege. First amendment

1 religious liberty privilege. No such documents are in defendant's
2 possession.

3 2. Irrelevant. Not calculated to lead to admissible
4 evidence. Too general to be susceptible of reasonable
5 interpretation. Attorney client privilege. Attorney work product
6 privilege. Joint defense privilege. Obtainable from some other
7 source. Unreasonably cumulative. Unduly burdensome and
8 expensive. First amendment free speech privilege. First
9 amendment religious liberty privilege. Privacy privilege. No such
10 documents are in defendant's possession.

11 3. Irrelevant. Not calculated to lead to admissible
12 evidence. Too general to be susceptible of reasonable
13 interpretation. Attorney client privilege. Attorney work product
14 privilege. Joint defense privilege. Priest penitent privilege.
15 Obtainable from some other source. Unreasonably cumulative.
16 Unduly burdensome and expensive. First amendment free speech
17 privilege. First amendment religious liberty privilege. Privacy
18 privilege. No such documents are in defendant's possession.

19 4. Irrelevant. Not calculated to lead to admissible
20 evidence. Too general to be susceptible of reasonable
21 interpretation. Attorney client privilege. Attorney work product
22 privilege. Joint defense privilege. Priest penitent privilege.
23 Obtainable from some other source. Unreasonably cumulative.
24 Unduly burdensome and expensive. First amendment free speech
25 privilege. First amendment religious liberty privilege. Privacy
26 privilege. No such documents are in defendant's possession.

27 5. Irrelevant. Not calculated to lead to admissible
28 evidence. Too general to be susceptible of reasonable

1 interpretation. Attorney client privilege. Attorney work product
2 privilege. Joint defense privilege. Priest penitent privilege.
3 Obtainable from some other source. Unreasonably cumulative.
4 Unduly burdensome and expensive. First amendment free speech
5 privilege. First amendment religious liberty privilege. Privacy
6 privilege. No such documents are in defendant's possession.

7 6. Irrelevant. Not calculated to lead to admissible
8 evidence. Too general to be susceptible of reasonable
9 interpretation. Attorney client privilege. Attorney work product
10 privilege. Obtainable from some other source. Unreasonably
11 cumulative. Unduly burdensome and expensive. First amendment
12 free speech privilege. First amendment religious liberty. Privacy
13 privilege. No such documents are in defendant's possession.

14 7. Irrelevant. Not calculated to lead to admissible
15 evidence. Too general to be susceptible of reasonable
16 interpretation. Attorney client privilege. Attorney work product
17 privilege. Obtainable from some other source. Unreasonably
18 cumulative. Unduly burdensome and expensive. First amendment
19 religious liberty. First amendment free speech privilege.
20 Privacy privilege. No such documents are in defendant's
21 possession.

22 8. Irrelevant. Not calculated to lead to admissible
23 evidence. Too general to be susceptible of reasonable
24 interpretation. Attorney client privilege. Attorney work product
25 privilege. Obtainable from some other source. Unreasonably
26 cumulative. Unduly burdensome and expensive. First amendment
27 free speech privilege. First amendment religious liberty.
28 Privacy privilege. No such documents are in defendant's

1 possession.

2 9. Irrelevant. Not calculated to lead to admissible
3 evidence. Too general to be susceptible of reasonable
4 interpretation. Attorney client privilege. Attorney work product
5 privilege. Joint defense privilege. Priest penitent privilege.
6 Obtainable from some other source. Unreasonably cumulative.
7 Unduly burdensome and expensive. First amendment free speech
8 privilege. First amendment religious liberty. Privacy privilege.
9 No such documents are in defendant's possession.

10 10. Irrelevant. Not calculated to lead to admissible
11 evidence. Too general to be susceptible of reasonable
12 interpretation. Attorney client privilege. Attorney work product
13 privilege. Joint defense privilege. Priest penitent privilege.
14 Obtainable from some other source. Unreasonably cumulative.
15 Unduly burdensome and expensive. First amendment free speech
16 privilege. First amendment religious liberty. Privacy privilege.
17 No such documents are in defendant's possession.

18 11. Irrelevant. Not calculated to lead to admissible
19 evidence. Too general to be susceptible of reasonable
20 interpretation. Attorney client privilege. Attorney work product
21 privilege. Joint defense privilege. Priest penitent privilege.
22 Obtainable from some other source. Unreasonably cumulative.
23 Unduly burdensome and expensive. First amendment free speech
24 privilege. First amendment religious liberty. Privacy privilege.
25 No such documents are in defendant's possession.

26 12. Irrelevant. Not calculated to lead to admissible
27 evidence. Too general to be susceptible of reasonable
28 interpretation. Attorney work product privilege. Joint defense

1 privilege. Obtainable from some other source. Unreasonably
2 cumulative. Unduly burdensome and expensive. First amendment
3 free speech privilege. First amendment religious liberty.
4 Privacy privilege. No such documents are in defendant's
5 possession.

6 13. Irrelevant. Not calculated to lead to admissible
7 evidence. Too general to be susceptible of reasonable
8 interpretation. Attorney work product privilege. Joint defense
9 privilege. Obtainable from some other source. Unreasonably
10 cumulative. Unduly burdensome and expensive. First amendment
11 free speech privilege. First amendment religious liberty.
12 Privacy privilege. No such documents are in defendant's
13 possession.

14 14. Irrelevant. Not calculated to lead to admissible
15 evidence. Too general to be susceptible of reasonable
16 interpretation. Attorney work product privilege. Joint defense
17 privilege. Obtainable from some other source. Unreasonably
18 cumulative. Unduly burdensome and expensive. First amendment
19 free speech privilege. First amendment religious liberty.
20 Privacy privilege. No such documents are in defendant's
21 possession.

22 15. Irrelevant. Not calculated to lead to admissible
23 evidence. Too general to be susceptible of reasonable
24 interpretation. Attorney work product privilege. Joint defense
25 privilege. Obtainable from some other source. Unreasonably
26 cumulative. Unduly burdensome and expensive. First amendment
27 free speech privilege. First amendment religious liberty.
28 Privacy privilege. No such documents are in defendant's

1 possession.

2 16. Irrelevant. Not calculated to lead to admissible
3 evidence. Too general to be susceptible of reasonable
4 interpretation. Attorney work product privilege. Joint defense
5 privilege. Obtainable from some other source. Unreasonably
6 cumulative. Unduly burdensome and expensive. First amendment
7 free speech privilege. First amendment religious liberty.
8 Privacy privilege. No such documents are in defendant's
9 possession.

10 17. Irrelevant. Not calculated to lead to admissible
11 evidence. Too general to be susceptible of reasonable
12 interpretation. Attorney work product privilege. Joint defense
13 privilege. Obtainable from some other source. Unreasonably
14 cumulative. Unduly burdensome and expensive. First amendment
15 free speech privilege. First amendment religious liberty.
16 Privacy privilege. No such documents are in defendant's
17 possession.

18 18. Irrelevant. Not calculated to lead to admissible
19 evidence. Too general to be susceptible of reasonable
20 interpretation. Attorney work product privilege. Joint defense
21 privilege. Obtainable from some other source. Unreasonably
22 cumulative. Unduly burdensome and expensive. First amendment
23 free speech privilege. First amendment religious liberty.
24 Privacy privilege. No such documents are in defendant's
25 possession.

26 19. Irrelevant. Not calculated to lead to admissible
27 evidence. Too general to be susceptible of reasonable
28 interpretation. Attorney work product privilege. Joint defense

1 privilege. Obtainable from some other source. Unreasonably
2 cumulative. Unduly burdensome and expensive. First amendment
3 free speech privilege. First amendment religious liberty.
4 Privacy privilege. No such documents are in defendant's
5 possession.

6 20. Irrelevant. Not calculated to lead to admissible
7 evidence. Too general to be susceptible of reasonable
8 interpretation. Attorney work product privilege. Joint defense
9 privilege. Obtainable from some other source. Unreasonably
10 cumulative. Unduly burdensome and expensive. First amendment
11 free speech privilege. First amendment religious liberty. No such
12 documents are in defendant's possession.

13 21. Irrelevant. Not calculated to lead to admissible
14 evidence. Too general to be susceptible of reasonable
15 interpretation. Attorney work product privilege. Joint defense
16 privilege. Obtainable from some other source. Unreasonably
17 cumulative. Unduly burdensome and expensive. First amendment
18 free speech privilege. Privacy privilege. First amendment
19 religious liberty. No such documents are in defendant's
20 possession.

21 22. Irrelevant. Not calculated to lead to admissible
22 evidence. Too general to be susceptible of reasonable
23 interpretation. Attorney work product privilege. Joint defense
24 privilege. Priest penitent privilege. Obtainable from some other
25 source. Unreasonably cumulative. Unduly burdensome and
26 expensive. First amendment free speech privilege. First
27 amendment religious liberty. Privacy privilege. No such
28 documents are in defendant's possession.

1 23. Irrelevant. Not calculated to lead to admissible
2 evidence. Too general to be susceptible of reasonable
3 interpretation. Attorney work product privilege. Joint defense
4 privilege. Priest penitent privilege. Obtainable from some other
5 source. Unreasonably cumulative. Unduly burdensome and
6 expensive. First amendment free speech privilege. First
7 amendment religious liberty. Privacy privilege. No such
8 documents are in defendant's possession.

9 24. Irrelevant. Not calculated to lead to admissible
10 evidence. Too general to be susceptible of reasonable
11 interpretation. Attorney work product privilege. Joint defense
12 privilege. Priest penitent privilege. Obtainable from some other
13 source. Unreasonably cumulative. Unduly burdensome and
14 expensive. First amendment free speech privilege. First
15 amendment religious liberty. Privacy privilege. No such
16 documents are in defendant's possession.

17 25. Irrelevant. Not calculated to lead to admissible
18 evidence. Too general to be susceptible of reasonable
19 interpretation. Attorney work product privilege. Joint defense
20 privilege. Priest penitent privilege. Obtainable from some other
21 source. Unreasonably cumulative. Unduly burdensome and
22 expensive. First amendment free speech privilege. First
23 amendment religious liberty. Privacy privilege. No such
24 documents are in defendant's possession.

25 26. Irrelevant. Not calculated to lead to admissible
26 evidence. Too general to be susceptible of reasonable
27 interpretation. Attorney work product privilege. Joint defense
28 privilege. Priest penitent privilege. Obtainable from some other

1 source. Unreasonably cumulative. Unduly burdensome and
2 expensive. First amendment free speech privilege. First
3 amendment religious liberty. Privacy privilege. No such
4 documents are in defendant's possession.

5 27. Irrelevant. Not calculated to lead to admissible
6 evidence. Too general to be susceptible of reasonable
7 interpretation. Attorney client privilege. Attorney work product
8 privilege. Joint defense privilege. Priest penitent privilege.
9 Obtainable from some other source. Unreasonably cumulative.
10 Unduly burdensome and expensive. First amendment free speech
11 privilege. First amendment religious liberty. Privacy privilege.
12 No such documents are in defendant's possession.

13 28. Irrelevant. Not calculated to lead to admissible
14 evidence. Too general to be susceptible of reasonable
15 interpretation. Attorney client privilege. Attorney work product
16 privilege. Joint defense privilege. Priest penitent privilege.
17 Obtainable from some other source. Unreasonably cumulative.
18 Unduly burdensome and expensive. First amendment free speech
19 privilege. First amendment religious liberty. Privacy privilege.
20 No such documents are in defendant's possession.

21 29. Irrelevant. Not calculated to lead to admissible
22 evidence. Too general to be susceptible of reasonable
23 interpretation. Attorney client privilege. Attorney work product
24 privilege. Joint defense privilege. Priest penitent privilege.
25 Obtainable from some other source. Unreasonably cumulative.
26 Unduly burdensome and expensive. First amendment free speech
27 privilege. First amendment religious liberty. Privacy privilege.
28 No such documents are in defendant's possession.

1 30. Irrelevant. Not calculated to lead to admissible
2 evidence. Too general to be susceptible of reasonable
3 interpretation. Attorney client privilege. Attorney work product
4 privilege. Joint defense privilege. Priest penitent privilege.
5 Obtainable from some other source. Unreasonably cumulative.
6 Unduly burdensome and expensive. First amendment free speech
7 privilege. First amendment religious liberty. Privacy privilege.
8 No such documents are in defendant's possession.

9 31. Irrelevant. Not calculated to lead to admissible
10 evidence. Too general to be susceptible of reasonable
11 interpretation. Attorney client privilege. Attorney work product
12 privilege. Joint defense privilege. Priest penitent privilege.
13 Obtainable from some other source. Unreasonably cumulative.
14 Unduly burdensome and expensive. First amendment free speech
15 privilege. First amendment religious liberty. Privacy privilege.
16 No such documents are in defendant's possession.

17 32. No such documents are in this defendant's possession,
18 and are subject to production by The Gerald Armstrong Corporation
19 only.

20 33. No such documents are in this defendant's possession,
21 and are subject to production by The Gerald Armstrong Corporation
22 only.

23 34. No such documents are in this defendant's possession,
24 and are subject to production by The Gerald Armstrong Corporation
25 only.

26 35. Irrelevant. Not calculated to lead to admissible
27 evidence. Too general to be susceptible of reasonable
28 interpretation. Attorney client privilege. Attorney work product

1 privilege. Joint defense privilege. Priest penitent privilege.
2 Obtainable from some other source. Unreasonably cumulative.
3 Unduly burdensome and expensive. First amendment free speech
4 privilege. First amendment religious liberty. Privacy privilege.
5 No such documents are in defendant's possession.

6 DATED: July 6, 1992

HUB LAW OFFICES

By: 

FORD GREENE

Attorney for Defendant
GERALD ARMSTRONG

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: DEFENDANT'S OBJECTIONS TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Hand

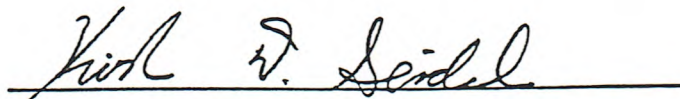
LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street. Suite 1200
Los Angeles, California 90012

Paul Morantz, Esq.
P.O. Box 511
Pacific Palisades, CA 90272

[X]	(By Mail)	I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.
[X]	(Personal Service)	I caused such envelope to be delivered by hand to the offices of the addressee.
[X]	(State)	I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: July 6, 1992



FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 456-5318

September 12, 1994

Laurie J. Bartilson
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

By Telecopier
213-953-3351

RE: *Scientology v. Armstrong*
Marin County Superior Court
Case No. 157 680

Dear Laurie:

This letter will confirm our agreement discussed after the hearing on September 9, 1994 with respect to all discovery pending in this case that all the compliance dates of all such discovery shall be extended until such time as the Court hears and determines our joint motion to consolidate and continue the trial date.

This agreement includes, but is not limited to, the following:

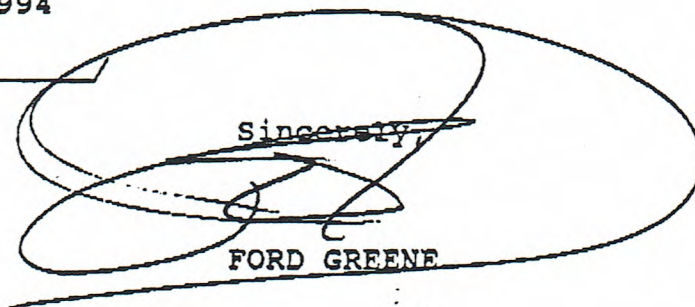
1. TGAC's response to Request for Production No. 1;
2. GA's response to Request for Production No. 3;
3. CSI's response to GA's special interrogatories;
4. GA's motion to compel further responses to Request for Production No. 1.

In a related matter as to the Los Angeles action, this letter will confirm our conversation yesterday that the deposition of Ed Roberts shall be continued from September 13th to a mutually agreeable date later in the month or early in October based on the understanding that I will voluntarily produce him so that you do not have to serve him again.

Additionally, I would like to coordinate the depositions of Spanky Taylor and Vaughn Young to take place over the same two-day time period so that I can cover both in one trip to Los Angeles. As to Vaughn, the same agreement applies as stated above with respect to Ed Roberts. I am sure that Toby Plevin who is representing Ms. Taylor will cooperate as well.

Laurie J. Bartilson
September 12, 1994
Page 2.

By Telecopier

Sincerely,

FORD GREENE

:acg

cc: Andrew Wilson
Michael Hertzberg
Michael Walton
Ed Roberts
Vaughn Young
Toby Plevin

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

AVA MARIE SANDLIN

(213) 463-4395
TELECOPIER (213) 953-3351

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

OF COUNSEL
JEANNE M. GAVIGAN
MARCELLO M. DI MAURO
LESLIE T.W. SOASH

November 9, 1994

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395

Dear Ford:

Thank you for your letter of November 8 regarding the deposition of Larry Wollersheim in the above-entitled case. I hope that we will be able to reach an agreement concerning this deposition.

As you know, I have been leaving messages at your office for more than a week, but you have not returned my calls. With no return communication, it is impossible for me to be endlessly accommodating concerning your schedule.

Our agreement, memorialized by a letter dated September 30, 1994 was that "the plaintiff will not notice any additional depositions to be taken in this action until the trial in your case of Simon v. Chakpori Ling Foundation, Sonoma County Superior Court No. 175898 is concluded or the case settled, provided that the case does indeed commence trial proceedings as scheduled on October 28, 1994." You further agreed that you would "keep me apprised of developments in that case, and, specifically, to notify me immediately should (1) you agree to settle the case; (2) the trial concludes; or (3) the trial is postponed." The agreement certainly did not include the postponement of Mr. Wollersheim's deposition (or anyone's, for that matter) until 1995.

You did not keep me informed of the status of your trial. When I was unable to reach you last week, I contacted the Sonoma County clerk, and was informed that your trial had, indeed, been postponed for one month. Recognizing that you were thus available for November, but would become unavailable after November 28, I noticed Mr. Wollersheim's deposition for November 17.

Ford Greene
November 9, 1994
Page 2

Ford, you specifically requested that I limit the depositions in this case during October so that you could use the time to prepare for your trial, which was scheduled to start on October 28. There should be no need for you to demand that I similarly clear the rest of November. Had you informed me of the postponement in a timely fashion, I would have tried to schedule Wollersheim and the other depositions earlier in the month. Now, I am left with little choice but to place them either at the end of the month, or during your trial.

I am, however, willing to work with you to arrange a deposition of Mr. Wollersheim that will accommodate all of our needs. Will you produce Mr. Wollersheim by agreement, or must I serve him? What dates in November or December are available for you and for Mr. Wollersheim? Will Mr. Wollersheim agree to come to California if plaintiff agrees to pay for one half of his transportation? Please get back to me as soon as possible with answers to these questions.

In addition, I would also like to schedule the depositions of Ed Roberts and Denise Cantin as soon as possible. Please provide me with possible dates for these deponents as well.

Finally, there are outstanding requests for production of documents addressed to Mr. Armstrong and to the Gerald Armstrong Corporation. They were originally served on August 10, 1994, and, by agreement, you have had an extension of time in which to respond. Please be advised that plaintiff is not willing to extend indefinitely the time in which to respond, and requests that Armstrong and the Gerald Armstrong Corporation respond to the document requests by November 21, 1994.

Sincerely,

BOWLES & MOXON



Laurie J. Bartilson

LJB:aeu

ENC.

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

(213) 463-4395
TELECOPIER (213) 953-3351

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF
COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

December 2, 1994

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395/ MSC 157 680

Dear Ford:

This letter is an attempt to meet and confer with you concerning the requests for production of documents addressed to Mr. Armstrong and to the Gerald Armstrong Corporation. They were originally served in the breach case on August 10, 1994, and, by agreement, you have had an extension of time in which to respond. On November 9, 1994, I informed you, in writing, that plaintiff would not grant any further extensions of time in which to respond, and requested that Armstrong and the Gerald Armstrong Corporation respond to the document requests by November 21, 1994. I have received no response from either party.

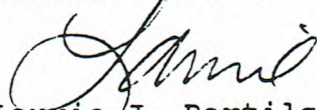
C.C.P. §2031(k) provides that the failure to make a timely response to a request for the production of documents acts as a waiver of any objection to the demand. Your clients have thus waived any objection to any of the categories of documents requested. The documents themselves must now be produced.

Ford Greene
December 2, 1994
Page 2

I would prefer to resolve this amicably, and obtain production of the documents without the unnecessary expense of a motion to compel. Please let me know immediately whether or not you intend to produce documents in response to this request. I will file a motion to compel and for sanctions if I have not heard from you by December 7.

Sincerely,

BOWLES & MOXON



Laurie J. Bartilson

LJB:aeu

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

AVA MARIE SANDLIN

(213) 953-3360
TELECOPIER (213) 953-3351

OF COUNSEL
JEANNE M. GAVIGAN
MARCELLO M. DI MAURO
LESLIE T.W. SOASH

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

August 22, 1994

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395/MSC 157 680

Dear Mr. Greene:

Enclosed is a proposed stipulation for the issuance of out of state commissions in the Los Angeles action. As we agreed last week, I would like to get this order signed by the Court before the case is ordered transferred so that there is no delay in discovery while the file is moving between Los Angeles and Marin. If the attached stipulation meets with your understanding of our agreement, please sign it, and return a signed copy to me by fax and mail. If you have any questions or problems with it, please call.

I have been preparing a draft of a joint ex parte application to transfer to accompany our stipulation, and expect to be able to forward that to you tomorrow or Wednesday at the latest. As soon as we have agreed as to its contents and signed it, I will take it down to Judge Horowitz.

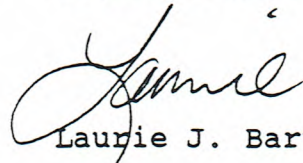
This will also confirm that we agreed last week that you would take your currently-set motions to compel in the Marin action, which you served on me on August 18, off calendar, to be

Ford Greene
August 22, 1994
Page 2

re-set for a mutually convenient date after the transfer application has been decided. I agreed that I would waive any objection as to the motion cut-off in that action so that your motions can be heard at a time convenient to all concerned.

Sincerely,

BOWLES & MOXON



Laurie J. Bartilson

LJB:aeu

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.
William Benz, Esq.

1 Andrew H. lson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 953-3360

12 Attorneys for Plaintiff and
13 Cross-Defendant CHURCH OF SCIENTOLOGY
14 INTERNATIONAL

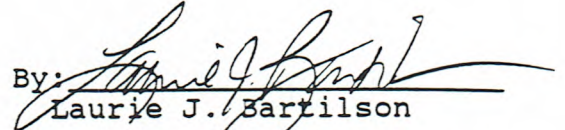
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY)
18 INTERNATIONAL, a California not-) CASE NO. BC 052395
19 for-profit religious corporation;)
20 Plaintiff,) STIPULATION RE ISSUANCE OF
21 vs.) COMMISSIONS TO TAKE
22) DEPOSITIONS OUTSIDE THE
23) STATE OF CALIFORNIA
24)
25 GERALD ARMSTRONG; THE GERALD)
26 ARMSTRONG CORPORATION, a)
27 California corporation; Does 1 -)
28 25 INCLUSIVE)
29 Defendants.)
30)
31)
32)
33)
34)
35)
36)
37)
38)
39)
40)
41)
42)
43)
44)
45)
46)
47)
48)
49)
50)
51)
52)
53)
54)
55)
56)
57)
58)
59)
60)
61)
62)
63)
64)
65)
66)
67)
68)
69)
70)
71)
72)
73)
74)
75)
76)
77)
78)
79)
80)
81)
82)
83)
84)
85)
86)
87)
88)
89)
90)
91)
92)
93)
94)
95)
96)
97)
98)
99)
100)
101)
102)
103)
104)
105)
106)
107)
108)
109)
110)
111)
112)
113)
114)
115)
116)
117)
118)
119)
120)
121)
122)
123)
124)
125)
126)
127)
128)
129)
130)
131)
132)
133)
134)
135)
136)
137)
138)
139)
140)
141)
142)
143)
144)
145)
146)
147)
148)
149)
150)
151)
152)
153)
154)
155)
156)
157)
158)
159)
160)
161)
162)
163)
164)
165)
166)
167)
168)
169)
170)
171)
172)
173)
174)
175)
176)
177)
178)
179)
180)
181)
182)
183)
184)
185)
186)
187)
188)
189)
190)
191)
192)
193)
194)
195)
196)
197)
198)
199)
200)
201)
202)
203)
204)
205)
206)
207)
208)
209)
210)
211)
212)
213)
214)
215)
216)
217)
218)
219)
220)
221)
222)
223)
224)
225)
226)
227)
228)
229)
230)
231)
232)
233)
234)
235)
236)
237)
238)
239)
240)
241)
242)
243)
244)
245)
246)
247)
248)
249)
250)
251)
252)
253)
254)
255)
256)
257)
258)
259)
260)
261)
262)
263)
264)
265)
266)
267)
268)
269)
270)
271)
272)
273)
274)
275)
276)
277)
278)
279)
280)
281)
282)
283)
284)
285)
286)
287)
288)
289)
290)
291)
292)
293)
294)
295)
296)
297)
298)
299)
300)
301)
302)
303)
304)
305)
306)
307)
308)
309)
310)
311)
312)
313)
314)
315)
316)
317)
318)
319)
320)
321)
322)
323)
324)
325)
326)
327)
328)
329)
330)
331)
332)
333)
334)
335)
336)
337)
338)
339)
340)
341)
342)
343)
344)
345)
346)
347)
348)
349)
350)
351)
352)
353)
354)
355)
356)
357)
358)
359)
360)
361)
362)
363)
364)
365)
366)
367)
368)
369)
370)
371)
372)
373)
374)
375)
376)
377)
378)
379)
380)
381)
382)
383)
384)
385)
386)
387)
388)
389)
390)
391)
392)
393)
394)
395)
396)
397)
398)
399)
400)
401)
402)
403)
404)
405)
406)
407)
408)
409)
410)
411)
412)
413)
414)
415)
416)
417)
418)
419)
420)
421)
422)
423)
424)
425)
426)
427)
428)
429)
430)
431)
432)
433)
434)
435)
436)
437)
438)
439)
440)
441)
442)
443)
444)
445)
446)
447)
448)
449)
450)
451)
452)
453)
454)
455)
456)
457)
458)
459)
460)
461)
462)
463)
464)
465)
466)
467)
468)
469)
470)
471)
472)
473)
474)
475)
476)
477)
478)
479)
480)
481)
482)
483)
484)
485)
486)
487)
488)
489)
490)
491)
492)
493)
494)
495)
496)
497)
498)
499)
500)
501)
502)
503)
504)
505)
506)
507)
508)
509)
510)
511)
512)
513)
514)
515)
516)
517)
518)
519)
520)
521)
522)
523)
524)
525)
526)
527)
528)
529)
530)
531)
532)
533)
534)
535)
536)
537)
538)
539)
540)
541)
542)
543)
544)
545)
546)
547)
548)
549)
550)
551)
552)
553)
554)
555)
556)
557)
558)
559)
560)
561)
562)
563)
564)
565)
566)
567)
568)
569)
570)
571)
572)
573)
574)
575)
576)
577)
578)
579)
580)
581)
582)
583)
584)
585)
586)
587)
588)
589)
590)
591)
592)
593)
594)
595)
596)
597)
598)
599)
600)
601)
602)
603)
604)
605)
606)
607)
608)
609)
610)
611)
612)
613)
614)
615)
616)
617)
618)
619)
620)
621)
622)
623)
624)
625)
626)
627)
628)
629)
630)
631)
632)
633)
634)
635)
636)
637)
638)
639)
640)
641)
642)
643)
644)
645)
646)
647)
648)
649)
650)
651)
652)
653)
654)
655)
656)
657)
658)
659)
660)
661)
662)
663)
664)
665)
666)
667)
668)
669)
670)
671)
672)
673)
674)
675)
676)
677)
678)
679)
680)
681)
682)
683)
684)
685)
686)
687)
688)
689)
690)
691)
692)
693)
694)
695)
696)
697)
698)
699)
700)
701)
702)
703)
704)
705)
706)
707)
708)
709)
710)
711)
712)
713)
714)
715)
716)
717)
718)
719)
720)
721)
722)
723)
724)
725)
726)
727)
728)
729)
730)
731)
732)
733)
734)
735)
736)
737)
738)
739)
740)
741)
742)
743)
744)
745)
746)
747)
748)
749)
750)
751)
752)
753)
754)
755)
756)
757)
758)
759)
760)
761)
762)
763)
764)
765)
766)
767)
768)
769)
770)
771)
772)
773)
774)
775)
776)
777)
778)
779)
780)
781)
782)
783)
784)
785)
786)
787)
788)
789)
790)
791)
792)
793)
794)
795)
796)
797)
798)
799)
800)
801)
802)
803)
804)
805)
806)
807)
808)
809)
810)
811)
812)
813)
814)
815)
816)
817)
818)
819)
820)
821)
822)
823)
824)
825)
826)
827)
828)
829)
830)
831)
832)
833)
834)
835)
836)
837)
838)
839)
840)
841)
842)
843)
844)
845)
846)
847)
848)
849)
850)
851)
852)
853)
854)
855)
856)
857)
858)
859)
860)
861)
862)
863)
864)
865)
866)
867)
868)
869)
870)
871)
872)
873)
874)
875)
876)
877)
878)
879)
880)
881)
882)
883)
884)
885)
886)
887)
888)
889)
890)
891)
892)
893)
894)
895)
896)
897)
898)
899)
900)
901)
902)
903)
904)
905)
906)
907)
908)
909)
910)
911)
912)
913)
914)
915)
916)
917)
918)
919)
920)
921)
922)
923)
924)
925)
926)
927)
928)
929)
930)
931)
932)
933)
934)
935)
936)
937)
938)
939)
940)
941)
942)
943)
944)
945)
946)
947)
948)
949)
950)
951)
952)
953)
954)
955)
956)
957)
958)
959)
960)
961)
962)
963)
964)
965)
966)
967)
968)
969)
970)
971)
972)
973)
974)
975)
976)
977)
978)
979)
980)
981)
982)
983)
984)
985)
986)
987)
988)
989)
990)
991)
992)
993)
994)
995)
996)
997)
998)
999)
1000)
1001)
1002)
1003)
1004)
1005)
1006)
1007)
1008)
1009)
1010)
1011)
1012)
1013)
1014)
1015)
1016)
1017)
1018)
1019)
1020)
1021)
1022)
1023)
1024)
1025)
1026)
1027)
1028)
1029)
1030)
1031)
1032)
1033)
1034)
1035)
1036)
1037)
1038)
1039)
1040)
1041)
1042)
1043)
1044)
1045)
1046)
1047)
1048)
1049)
1050)
1051)
1052)
1053)
1054)
1055)
1056)
1057)
1058)
1059)
1060)
1061)
1062)
1063)
1064)
1065)
1066)
1067)
1068)
1069)
1070)
1071)
1072)
1073)
1074)
1075)
1076)
1077)
1078)
1079)
1080)
1081)
1082)
1083)
1084)
1085)
1086)
1087)
1088)
1089)
1090)
1091)
1092)
1093)
1094)
1095)
1096)
1097)
1098)
1099)
1100)
1101)
1102)
1103)
1104)
1105)
1106)
1107)
1108)
1109)
1110)
1111)
1112)
1113)
1114)
1115)
1116)
1117)
1118)
1119)
1120)
1121)
1122)
1123)
1124)
1125)
1126)
1127)
1128)
1129)
1130)
1131)
1132)
1133)
1134)
1135)
1136)
1137)
1138)
1139)
1140)
1141)
1142)
1143)
1144)
1145)
1146)
1147)
1148)
1149)
1150)
1151)
1152)
1153)
1154)
1155)
1156)
1157)
1158)
1159)
1160)
1161)
1162)
1163)
1164)
1165)
1166)
1167)
1168)
1169)
1170)
1171)
1172)
1173)
1174)
1175)
1176)
1177)
1178)
1179)
1180)
1181)
1182)
1183)
1184)
1185)
1186)
1187)
1188)
1189)
1190)
1191)
1192)
1193)
1194)
1195)
1196)
1197)
1198)
1199)
1200)
1201)
1202)
1203)
1204)
1205)
1206)
1207)
1208)
1209)
1210)
1211)
1212)
1213)
1214)
1215)
1216)
1217)
1218)
1219)
1220)
1221)
1222)
1223)
1224)
1225)
1226)
1227)
1228)
1229)
1230)
1231)
1232)
1233)
1234)
1235)
1236)
1237)
1238)
1239)
1240)
1241)
1242)
1243)
1244)
1245)
1246)
1247)
1248)
1249)
1250)
1251)
1252)
1253)
1254)
1255)
1256)
1257)
1258)
1259)
1260)
1261)
1262)
1263)
1264)
1265)
1266)
1267)
1268)
1269)
1270)
1271)
1272)
1273)
1274)
1275)
1276)
1277)
1278)
1279)
1280)
1281)
1282)
1283)
1284)
1285)
1286)
1287)
1288)
1289)
1290)
1291)
1292)
1293)
1294)
1295)
1296)
1297)
1298)
1299)
1300)
1301)
1302)
1303)
1304)
1305)
1306)
1307)
1308)
1309)
1310)
1311)
1312)
1313)
1314)
1315)
1316)
1317)
1318)
1319)
1320)
1321)
1322)
1323)
1324)
1325)
1326)
1327)
1328)
1329)
1330)
1331)
1332)
1333)
1334)
1335)
1336)
1337)
1338)
1339)
1340)
1341)
1342)
1343)
1344)
1345)
1346)
1347)
1348)
1349)
1350)
1351)
1352)
1353)
1354)
1355)
1356)
1357)
1358)
1359)
1360)
1361)
1362)
1363)
1364)
1365)
1366)
1367)
1368)
1369)
1370)
1371)
1372)
1373)
1374)
1375)
1376)
1377)
1378)
1379)
1380)
1381)
1382)
1383)
1384)
1385)
1386)
1387)
1388)
1389)
1390)
1391)
1392)
1393)
1394)
1395)
1396)
1397)
1398)
1399)
1400)
1401)
1402)
1403)
1404)
1405)
1406)
1407)
1408)
1409)
1410)
1411)
1412)
1413)
1414)
1415)
1416)
1417)
1418)
1419)
1420)
1421)
1422)
1423)
1424)
1425)
1426)
1427)
1428)
1429)
1430)
1431)
1432)
1433)
1434)
1435)
1436)
1437)
1438)
1439)
1440)
1441)
1442)
1443)
1444)
1445)
1446)
1447)
1448)
1449)
1450)
1451)
1452)
1453)
1454)
1455)
1456)
1457)
1458)
1459)
1460)
1461)
1462)
1463)
1464)
1465)
1466)
1467)
1468)
1469)
1470)
1471)
1472)
1473)
1474)
1475)
1476)
1477)
1478)
1479)
1480)
1481)
1482)
1483)
1484)
1485)
1486)
1487)
1488)
1489)
1490)
1491)
1492)
1493)
1494)
1495)
1496)
1497)
1498)
1499)
1500)
1501)
1502)
1503)
1504)
1505)
1506)
1507)
1508)
1509)
1510)
1511)
1512)
1513)
1514)
1515)
1516)
1517)
1518)
1519)
1520)
1521)
1522)
1523)
1524)
1525)
1526)
1527)
1528)
1529)
1530)
1531)
1532)
1533)
1534)
1535)
1536)
1537)
1538)
1539)
1540)
1541)
1542)
1543)
1544)
1545)
1546)
1547)
1548)
1549)
1550)
1551)
1552)
1553)
1554)
1555)
1556)
1557)
1558)
1559)
1560)
1561)
1562)
1563)
1564)
1565)
1566)
1567)
1568)
1569)
1570)
1571)
1572)
1573)
1574)
1575)
1576)
1577)
1578)
1579)
1580)
1581)
1582)
1583)
1584)
1585)
1586)
1587)
1588)
1589)
1590)
1591)
1592)
1593)
1594)
1595)
1596)
1597)
1598)
1599)
1600)
1601)
1602)
1603)
1604)
1605)
1606)
1607)
1608)
1609)
1610)
1611)
1612)
1613)
1614)
1615)
1616)
1617)
1618)
1619)
1620)
1621)
1622)
1623)
1624)
1625)
1626)
1627)
1628)
1629)
1630)
1631)
1632)
1633)
1634)
1635)
1636)
1637)
1638)
1639)
1

1 of Colorado Eugene Methvin, in the State of New York; Jon Attack,
2 in Great Britain; Omar Garrison, in the State of Utah; Wayne
3 Garcia, in the State of Florida; Rick Cusick in the State of New
4 York; and Gauntlet Magazine, in the State of New York.

5
6 Dated: August 22, 1994

By: 
Laurie J. Bartilson

Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY
INTERNATIONAL

7
8
9
10
11 Dated: August __, 1994

By: _____
Ford Greene

Attorney for Defendants GERALD
ARMSTRONG and GERALD ARMSTRONG
CORPORATION

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard, Suite 2000
10 Hollywood, CA 90028
11 (213) 953-3360

12 Attorneys for Plaintiff and
13 Cross-Defendant CHURCH OF SCIENTOLOGY
14 INTERNATIONAL

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF LOS ANGELES

17 CHURCH OF SCIENTOLOGY)	
18 INTERNATIONAL, a California not-	)	CASE NO. BC 052395
19 for-profit religious corporation;)	
20	)	ORDER RE ISSUANCE OF
21 Plaintiffs,	)	COMMISSIONS TO TAKE
22	)	DEPOSITIONS OUTSIDE THE
23 vs.	)	STATE OF CALIFORNIA
24)	
25 GERALD ARMSTRONG; THE GERALD)	
26 ARMSTRONG CORPORATION, a)	
27 California corporation; Does 1 -)	
28 25 INCLUSIVE)	
29)	
30 Defendants.)	
31)	
32)	
33)	
34)	
35)	
36)	
37)	
38)	
39)	
40)	
41)	
42)	
43)	
44)	
45)	
46)	
47)	
48)	
49)	
50)	
51)	
52)	
53)	
54)	
55)	
56)	
57)	
58)	
59)	
60)	
61)	
62)	
63)	
64)	
65)	
66)	
67)	
68)	
69)	
70)	
71)	
72)	
73)	
74)	
75)	
76)	
77)	
78)	
79)	
80)	
81)	
82)	
83)	
84)	
85)	
86)	
87)	
88)	
89)	
90)	
91)	
92)	
93)	
94)	
95)	
96)	
97)	
98)	
99)	
100)	

1 Plaintiff Church of Scientology International and defendants
2 Gerald Armstrong and Gerald Armstrong Corporation, having signed
3 a written stipulation, filed herein, for commissions to issue to
4 take the depositions of the out of state material witnesses,
5
6 IT IS HEREBY ORDERED that the Clerk shall issue Commissions
7 to take the depositions of material witnesses Denise Cantin in

1 the Commonwealth of Massachusetts; Larry Wollersheim, Bob Penny
2 and Fight Against Coercive Tactics, Inc. in the State of
3 Colorado; Eugene Methvin, in the State of New York; Jon Atack, in
4 Great Britain; Omar Garrison, in the State of Utah; Wayne Garcia,
5 in the State of Florida; Rick Cusick in the State of New York;
6 and Gauntlet Magazine, in the State of New York.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

JUDGE OF THE SUPERIOR COURT

H:\ARMSTRON\STIP.OSC

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

AVA MARIE SANDLIN

(213) 953-3360
TELECOPIER (213) 953-3351

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

OF COUNSEL
JEANNE M. GAVIGAN
MARCELLO M. DI MAURO
LESLIE T.W. SOASH

September 19, 1994

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395

Dear Mr. Greene:

I would like to work with you to set some of the depositions which are still to be taken in the breach case. To that end, my co-counsel and I would like to suggest the following dates for some of the out of state depositions:

Bob Penny (Colorado)	October 19, 1994
Larry Wollersheim (Colorado)	October 20, 1994
Stacy Young (Washington)	October 25, 1994
Ron Lawley (U.K.)	November 7, 1994
Jon Attack (U.K.)	November 9, 1994
Denise Cantin (Massachusetts)	November 17, 1994

In addition, we propose that the deposition of Gerald Armstrong continue in San Francisco on October 27, 1994.

Please let me know as soon as possible if these dates are acceptable. As you know, with out of town depositions extra time is needed to contact local counsel, arrange for the issuance of the subpoenas, etc. Please also advise me if you intend to produce your client, Denise Cantin, pursuant to agreement, or if I will be required to compel her appearance by subpoena.

Sincerely,

BOWLES & MOXON


Laurie J. Bartilson

LJB:aeu

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE NO. 107601
FACSIMILE (415) 456-5318

September 20, 1994

Laurie J. Bartilson
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier
213.993.4414

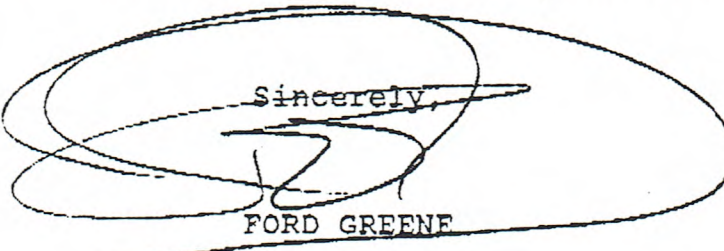
RE: Church of Scientology International v. Armstrong
Los Angeles Superior Court
Case No. BC 052 395

Dear Laurie:

In response to your letter dated September 19, 1994, I have a problem with respect to the proposed dates. That is, I am set to commence a four to six week trial on October 28, 1994. In light of the fact that it is a five-year case that has been specially assigned for trial, it will go. Thus, the times that you have proposed clash with the time I need for preparation. In light of the fact that the trial date has now been continued, I would like to forebear from proceeding with the out of state depositions until after my trial.

Please advise me of your willingness to do this.

As to Denise Cantin, I confirm that I will produce her.

Sincerely,

FORD GREENE

:acg
cc: Andrew H. Wilson
Michael Lee Hertzberg

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

AVA MARIE SANDLIN

(213) 953-3360
TELECOPIER (213) 953-3351

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

OF COUNSEL
JEANNE M. GAVIGAN
MARCELLO M. DI MAURO
LESLIE T.W. SOASH

September 21, 1994

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395

Dear Mr. Greene:

Thank you for your letter of September 20 regarding out of state depositions in this case. I appreciate the difficulties that you anticipate with a case set for trial on October 28. However, your suggestion that we postpone all of the necessary depositions until after your trial is simply not workable. At best, such a postponement will put us into the middle of the holiday season, when it is extremely difficult to coordinate the schedules of witnesses and counsel. At worst, it will delay us so much that we will be unable to complete discovery in time for it to be of use at or before trial in this action. Since we are at present more than five weeks from your current trial date, it should be possible to schedule at least some of these depositions before the trial begins.

Accordingly, I would appreciate it if you would review your calendar and identify dates that would be acceptable to you for some of these depositions in the next few weeks. Further, I request that you agree to provide me with the short title, court and case number of the case you are bringing to trial at the end of October, as well as any information concerning any postponement of your trial date, settlement of that action, or any other circumstance which changes the state of your calendar.

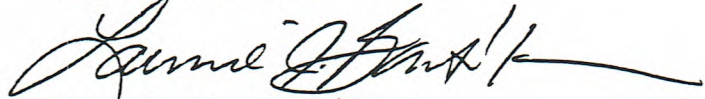
Additionally, it would be pointless for us to postpone the taking of depositions which you do not plan to attend. Thus, please confirm for me in writing that you will be attending all of the depositions that you are now asking me to postpone, including those scheduled to take place in the United Kingdom.

Ford Greene
September 21, 1994
Page 2

Finally, your letter is silent as to the proposed resumption of Mr. Armstrong's deposition. Kindly inform me if you are refusing to produce him on October 27 and, if so, give me alternate dates on which you would be willing to produce him.

Sincerely,

BOWLES & MOXON



Laurie J. Bartilson

LJB:aeu

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.

FORD GREENE
LAWYERHUB LAW OFFICES
711 512 FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 266-0860LICENSE No. 107601
FACSIMILE (415) 458-5318

November 8, 1994

Laurie J. Bartilson
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028By Telecopier
213.953.3351RE: Church of Scientology International v. Armstrong
Los Angeles Superior Court
Case No. BC 052 395

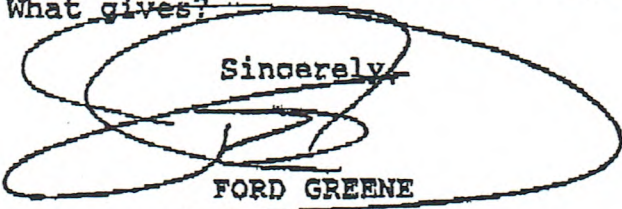
Dear Laurie:

Yesterday afternoon I received a message from you on my answering machine asking me to call you because there were some depositions that you wanted to set and you wanted to meet and confer with me regarding convenient dates. I returned your call, but was told that you had gone to the law library. Later in the afternoon, my office was personally served with a notice of deposition in Colorado for Lawrence Wollersheim for November 17th.

My trial in Simon starts on November 28th (Judge Watters having changed it). There is no way that I can or will go to Colorado on this short notice which violates the spirit, if not the letter, of our prior agreement that was designed not to have discovery in Armstrong interfere with my trial preparation in Simon. Furthermore, it is my understanding that Mr. Wollersheim is not available at any rate until after the 1st of the year which is the time period that you and I previously agreed would be when the Colorado depositions would proceed.

Please withdraw your notice for Mr. Wollersheim's deposition. Otherwise, I will have to seek a protective order and sanctions. This abrupt change in attitude is strange and disconcerting. What gives?

Sincerely,


FORD GREENE

:acq

cc: Andrew H. Wilson
Michael L. Hertzberg
Michael Walton

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

AVA MARIE SANDLIN

(213) 463-4395
TELECOPIER (213) 953-3351

OF COUNSEL
JEANNE M. GAVIGAN
MARCELLO M. DI MAURO
LESLIE T.W. SOASH

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

November 9, 1994

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395

Dear Ford:

Thank you for your letter of November 8 regarding the deposition of Larry Wollersheim in the above-entitled case. I hope that we will be able to reach an agreement concerning this deposition.

As you know, I have been leaving messages at your office for more than a week, but you have not returned my calls. With no return communication, it is impossible for me to be endlessly accommodating concerning your schedule.

Our agreement, memorialized by a letter dated September 30, 1994 was that "the plaintiff will not notice any additional depositions to be taken in this action until the trial in your case of Simon v. Chakpori Ling Foundation, Sonoma County Superior Court No. 175898 is concluded or the case settled, provided that the case does indeed commence trial proceedings as scheduled on October 28, 1994." You further agreed that you would "keep me apprised of developments in that case, and, specifically, to notify me immediately should (1) you agree to settle the case; (2) the trial concludes; or (3) the trial is postponed." The agreement certainly did not include the postponement of Mr. Wollersheim's deposition (or anyone's, for that matter) until 1995.

You did not keep me informed of the status of your trial. When I was unable to reach you last week, I contacted the Sonoma County clerk, and was informed that your trial had, indeed, been postponed for one month. Recognizing that you were thus available for November, but would become unavailable after November 28, I noticed Mr. Wollersheim's deposition for November 17.

Ford Greene
November 9, 1994
Page 2

Ford, you specifically requested that I limit the depositions in this case during October so that you could use the time to prepare for your trial, which was scheduled to start on October 28. There should be no need for you to demand that I similarly clear the rest of November. Had you informed me of the postponement in a timely fashion, I would have tried to schedule Wollersheim and the other depositions earlier in the month. Now, I am left with little choice but to place them either at the end of the month, or during your trial.

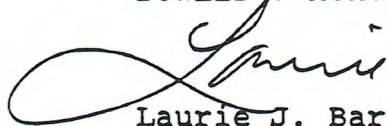
I am, however, willing to work with you to arrange a deposition of Mr. Wollersheim that will accommodate all of our needs. Will you produce Mr. Wollersheim by agreement, or must I serve him? What dates in November or December are available for you and for Mr. Wollersheim? Will Mr. Wollersheim agree to come to California if plaintiff agrees to pay for one half of his transportation? Please get back to me as soon as possible with answers to these questions.

In addition, I would also like to schedule the depositions of Ed Roberts and Denise Cantin as soon as possible. Please provide me with possible dates for these deponents as well.

Finally, there are outstanding requests for production of documents addressed to Mr. Armstrong and to the Gerald Armstrong Corporation. They were originally served on August 10, 1994, and, by agreement, you have had an extension of time in which to respond. Please be advised that plaintiff is not willing to extend indefinitely the time in which to respond, and requests that Armstrong and the Gerald Armstrong Corporation respond to the document requests by November 21, 1994.

Sincerely,

BOWLES & MOXON



Laurie J. Bartilson

LJB:aeu
ENC.

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

(213) 463-4395
TELECOPIER (213) 953-3351

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF
COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

November 16, 1994

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395

Dear Ford:

On November 9, I wrote to you asking for alternative dates for Larry Wollersheim's deposition, because you objected to the deposition which I had noticed for November 17. I have received no response from you. Please be advised that if you do not provide me promptly with alternate dates on which you and your client will be available, I will be forced to simply reschedule the deposition.

At the same time, I asked you for possible deposition dates for your clients Ed Roberts and Denise Cantin. If I do not receive dates from you by the end of the week, I will simply schedule these for my own convenience as well.

Sincerely,

BOWLES & MOXON


Laurie J. Bartilson

LJB:aeu

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.
Michael Walton, Esq.

FORD GREENE
LAWYER

HUB LAW OFFICES
711 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CALIFORNIA 94960-1949
(415) 258-0360

LICENSE No. 107601
FACSIMILE (415) 456-5318

November 18, 1994

Laurie J. Bartilson
BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
Los Angeles, CA 90028

By Telecopier
213-953-3351

RE: *Scientology v. Armstrong*
Marin County Superior Court
Case No. 157 680

Dear Laurie:

Yesterday my office received personal service of the motion for summary adjudication that you have set for December 23, 1994 at 9:00 a.m. As you know, I will be in trial all of that month. Thus, I am requesting your cooperation to reset the hearing so that I can have a reasonable opportunity to oppose the same. In addition, I want to take the deposition of Michael Flynn before the hearing because his testimony is central to the issue of whether or not my client consented to the signing of the settlement contract.

As to the deposition of Lawrence Wollersheim, I would like his deposition to proceed sometime after the first of the year (as you and I previously discussed) because I am unable to handle a trip to Colorado and being in trial at the same time. I have the same scheduling difficulties with respect to Ed Roberts and Denise Cantin and request the same consideration.

I look forward to hearing from you.

Sincerely,



FORD GREENE

:acg

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

(213) 463-4395
TELECOPIER (213) 953-3351

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF
COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

December 2, 1994

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395/ MSC 157 680

Dear Ford:

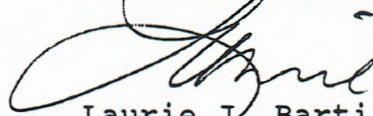
I have still received no response from you concerning the deposition of Larry Wollersheim. Given your present trial commitment, I would like to schedule his deposition for January, preferably in Denver. Kindly provide me with dates when you and he can be available. I suggest January 5 and 6, or 9 and 10. Will you accept service of a deposition subpoena on his behalf?

In addition, my investigator has now located Andrew Armstrong in the state of Colorado. I propose that we take his deposition on the same trip. To that end, I request that you stipulate to the issuance of an out of state commission so that I may obtain a subpoena to compel his attendance.

If I do not hear from you by early next week, I will proceed to simply schedule Mr. Wollersheim's deposition and have him served.

Sincerely,

BOWLES & MOXON



Laurie J. Bartilson

LJB:aeu

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.

BOWLES & MOXON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON #
LAURIE J. BARTILSON †
HELENA K. KOBRIN ‡

(213) 463-4395
TELECOPIER (213) 953-3351

* ALSO ADMITTED IN OREGON
ALSO ADMITTED IN THE DISTRICT OF
COLUMBIA
† ALSO ADMITTED IN MASSACHUSETTS
‡ ALSO ADMITTED IN FLORIDA

January 6, 1995

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
LASC BC 052395/ MSC 157 680

Dear Ford:

I would like to schedule the depositions of Larry Wollersheim and Andrew Armstrong in Colorado. When we last spoke, you indicated that you thought it likely that you could make Wollersheim available for deposition after January 27.

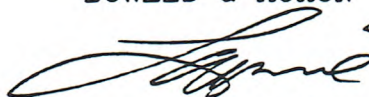
I suggest the following dates for Mr. Wollersheim's deposition: February 2, 3, 7, 8, or 9. Please let me know which of these dates are acceptable to you and to Mr. Wollersheim, and confirm that you will accept service of the subpoena for Mr. Wollersheim.

Because Andrew Armstrong also resides in Colorado, I would like to schedule his deposition for the same trip. Kindly inform me whether or not you will be representing Mr. Armstrong and, if so, whether you will accept service of a subpoena on his behalf. If not, please advise whether you will stipulate to the issuance of an out of state commission for Andrew Armstrong.

Finally, I would like to stipulate that both depositions may be taken in Denver. Please let me know if your client(s) will agree to this.

Sincerely,

BOWLES & MOXON



Laurie J. Bartilson

LJB:aeu

cc: Andrew H. Wilson, Esq.
Michael Lee Hertzberg, Esq.
Paul Morantz, Esq.
Michael Walton, Esq.

1 Ford Greene
 2 California State Bar No. 107601
 3 HUB LAW OFFICES
 4 711 Sir Francis Drake Boulevard
 5 San Anselmo, California 94960-1949
 6 Telephone: (415) 258-0360
 7 Telecopier: (415) 456-5318

8 Attorney for Third-Party Witness
 9 LAWRENCE WOLLERSHEIM

10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF MARIN

11 CHURCH OF SCIENTOLOGY INTERNATIONAL,)
 12 a California not-for-profit)
 13 religious corporation,)

13 Plaintiff,)

14 vs.)

15 GERALD ARMSTRONG; MICHAEL WALTON;)
 16 THE GERALD ARMSTRONG CORPORATION,)
 17 a California for-profit)
 18 corporation; DOES 1 through 100,)
 19 inclusive,)

18 Defendants.)

No. 157 680

NOTICE OF OBJECTION TO
 DEPOSITION AND PRODUCTION
 OF DOCUMENTS BY THIRD-
 PARTY WITNESS, LAWRENCE
 WOLLERSHEIM

20 TO PLAINTIFF AND THEIR ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that third-party witness Lawrence
 22 Wollersheim hereby objects to his deposition set for March 13,
 23 1995, and to the production of documents as follows:

24 As to The Deposition

25 Inadequate notice was given because the deponent was served
 26 on March 9, 1995 for a deposition to take place on March 13, 1995.

As To The Production Of Documents Employing Categories IN
Deposition Notice

1. To the extent that such documents were transmitted by Gerald Armstrong in his capacity as employee for Ford Greene while Ford Greene was acting as the attorney of record for Lawrence Wollersheim, the objection is based on the attorney-client privilege and attorney work product privilege.

2. To the extent that such documents were transmitted by Wollersheim to Gerald Armstrong in his capacity as employee for Ford Greene while Ford Greene was acting as the attorney of record for Lawrence Wollersheim, the objection is based on the attorney-client privilege and attorney work product privilege.

3. To the extent that such documents were transmitted by Gerald Armstrong in his capacity as employee for Ford Greene while Ford Greene was acting as the attorney of record for Lawrence Wollersheim, the objection is based on the attorney-client privilege and attorney work product privilege.

4. To the extent that such documents were transmitted by Wollersheim to Gerald Armstrong in his capacity as employee for Ford Greene while Ford Greene was acting as the attorney of record for Lawrence Wollersheim, the objection is based on the attorney-client privilege and attorney work product privilege.

5. To the extent that such documents were transmitted by Gerald Armstrong in his capacity as employee for Ford Greene while Ford Greene was acting as the attorney of record for Lawrence Wollersheim and/or consulting attorney to Fight Against Coercive Tactics, Inc., and/or attorney of record for Gerald Armstrong, the objection is based on the attorney-client privilege and attorney

1 work product privilege.

2 6. To the extent that such documents were transmitted by
3 Wollersheim and/or Fight Against Coercive Tactics, Inc., to Gerald
4 Armstrong in his capacity as employee for Ford Greene while Ford
5 Greene was acting as the attorney of record for Lawrence
6 Wollersheim, consulting attorney to FACT, and/or attorney of
7 record for Gerald Armstrong, the objection is based on the
8 attorney-client privilege and attorney work product privilege.

9 7. To the extent that such documents were transmitted by
10 Ford Greene while Ford Greene was acting as the attorney of record
11 for Lawrence Wollersheim and/or consulting attorney to Fight
12 Against Coercive Tactics, Inc., and/or attorney of record for
13 Gerald Armstrong, the objection is based on the attorney-client
14 privilege and attorney work product privilege.

15 8. To the extent that such documents were transmitted by
16 FACT to Ford Greene while Ford Greene was acting as the attorney
17 of record for Lawrence Wollersheim and/or consulting attorney to
18 Fight Against Coercive Tactics, Inc., and/or attorney of record
19 for Gerald Armstrong, the objection is based on the attorney-
20 client privilege and attorney work product privilege.

21 9. The objection is based upon relevance and not calculated
22 to lead to the discovery of admissible evidence.

23 10. To the extent that such documents were transmitted by
24 Wollersheim and/or FACT to Lewis, D'Amato, Brisbois, and Bisgaard,
25 while FACT and/or Wollersheim were acting as consultants to said
26 law firm in the litigation entitled Church of Scientology
27 International v. Fishman and Geertz while said law firm was
28 representing Uwe Geertz therein, and/or as attorneys for FACT

1 and/or Wollersheim, the objection is based on the attorney-client
2 privilege and attorney work product privilege.

3 11. To the extent that such documents were transmitted by
4 Wollersheim or FACT to Lewis, D'Amato, Brisbois, and Bisgaard,
5 while FACT and/or Wollersheim were acting as consultants to said
6 law firm in the litigation entitled Church of Scientology
7 International v. Fishman and Geertz while said law firm was
8 representing Uwe Geertz therein, and/or as attorneys for FACT
9 and/or Wollersheim, the objection is based on the attorney-client
10 privilege and attorney work product privilege.

11 12. To the extent that such documents were transmitted by
12 Graham Berry, partner of Lewis, D'Amato, Brisbois, and Bisgaard,
13 to FACT and/or Wollersheim while FACT and/or Wollersheim were
14 acting as consultants to said law firm in the litigation entitled
15 Church of Scientology International v. Fishman and Geertz while
16 said law firm was representing Uwe Geertz therein, and/or as
17 attorneys for FACT and/or Wollersheim and/or other ex-
18 Scientologists, the objection is based on the attorney-client
19 privilege and attorney work product privilege.

20 13. To the extent that such documents were transmitted by
21 Graham Berry, partner of Lewis, D'Amato, Brisbois, and Bisgaard,
22 to FACT and/or Wollersheim while FACT and/or Wollersheim were
23 acting as consultants to said law firm in the litigation entitled
24 Church of Scientology International v. Fishman and Geertz while
25 said law firm was representing Uwe Geertz therein, and/or as
26 attorneys for FACT and/or Wollersheim and/or other ex-
27 Scientologists, the objection is based on the attorney-client
28 privilege and attorney work product privilege.

14. To the extent that such documents were transmitted by Gordon Calhoun, partner of Lewis, D'Amato, Brisbois, and Bisgaard, to FACT and/or Wollersheim while FACT and/or Wollersheim were acting as consultants to said law firm in the litigation entitled Church of Scientology International v. Fishman and Geertz while said law firm was representing Uwe Geertz therein, and/or as attorneys for FACT and/or Wollersheim and/or other ex-Scientologists, the objection is based on the attorney-client privilege and attorney work product privilege.

15. To the extent that such documents were transmitted by Gordon Calhoun, partner of Lewis, D'Amato, Brisbois, and Bisgaard, to FACT and/or Wollersheim while FACT and/or Wollersheim were acting as consultants to said law firm in the litigation entitled Church of Scientology International v. Fishman and Geertz while said law firm was representing Uwe Geertz therein, and/or as attorneys for FACT and/or Wollersheim and/or other ex-Scientologists, the objection is based on the attorney-client privilege and attorney work product privilege.

16. To the extent that such documents were transmitted by Steven Fishman co-defendant with Uwe Geertz who was represented by Lewis, D'Amato, Brisbois, and Bisgaard, in the litigation entitled Church of Scientology International v. Fishman and Geertz while said law firm was representing Uwe Geertz therein, to FACT and/or Wollersheim while FACT and/or Wollersheim were acting as consultants to said law firm in the litigation entitled Church of Scientology International v. Fishman and Geertz, and/or as attorneys for FACT and/or Wollersheim and/or other ex-Scientologists, the objection is based on the joint defense

1 privilege, attorney-client privilege and attorney work product
2 privilege.

3 17. To the extent that such documents were transmitted by
4 Wollersheim and/or FACT to Steven Fishman co-defendant with Uwe
5 Geertz who was represented by Lewis, D'Amato, Brisbois, and
6 Bisgaard, in the litigation entitled Church of Scientology
7 International v. Fishman and Geertz, to FACT and/or Wollersheim
8 while FACT and/or Wollersheim were acting as consultants to said
9 law firm in the litigation entitled Church of Scientology
10 International v. Fishman and Geertz, and/or as attorneys for FACT
11 and/or Wollersheim and/or other ex-Scientists, the objection
12 is based on the joint defense privilege, attorney-client privilege
13 and attorney work product privilege.

14 18. To the extent that such documents were transmitted by
15 Uwe Geertz co-defendant with Steven Fishman while Uwe Geertz was
16 represented by Lewis, D'Amato, Brisbois, and Bisgaard, in the
17 litigation entitled Church of Scientology International v. Fishman
18 and Geertz, to FACT and/or Wollersheim while FACT and/or
19 Wollersheim were acting as consultants to said law firm in the
20 litigation entitled Church of Scientology International v. Fishman
21 and Geertz, and/or as attorneys for FACT and/or Wollersheim and/or
22 other ex-Scientists, the objection is based on the joint
23 defense privilege, attorney-client privilege and attorney work
24 product privilege.

25 19. To the extent that such documents were transmitted by
26 Wollersheim and/or FACT to Uwe Geertz co-defendant with Steven
27 Fishman while Geertz was represented by Lewis, D'Amato, Brisbois,
28 and Bisgaard, in the litigation entitled Church of Scientology

1 International v. Fishman and Geertz, to FACT and/or Wollersheim
2 while FACT and/or Wollersheim were acting as consultants to said
3 law firm in the litigation entitled Church of Scientology
4 International v. Fishman and Geertz, and/or as attorneys for FACT
5 and/or Wollersheim and/or other ex-Scientologists, the objection
6 is based on the joint defense privilege, attorney-client privilege
7 and attorney work product privilege.

8 DATED: March 10, 1995 HUB LAW OFFICES

9

10

By: _____
FORD GREENE
Attorney for Third-Party Witness
GERALD ARMSTRONG

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

MOXON & BARTILSON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028
TELEPHONE (213) 960-1936
TELECOPIER (213) 953-3351

KENDRICK L. MOXON

LAURIE J. BARTILSON

March 10, 1995

ALSO ADMITTED IN
THE DISTRICT OF COLUMBIA

ALSO ADMITTED IN
MASSACHUSETTS

BY TELEFAX AND U.S. MAIL

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
MSC 157 680

Gentlemen:

This will confirm our agreement on this date, which is as follows:

1. The deposition of Lawrence Wollersheim, currently set for Monday, March 13, 1995, is postponed so that Mr. Wollersheim's objections to the document request may be resolved prior to the taking of his deposition.

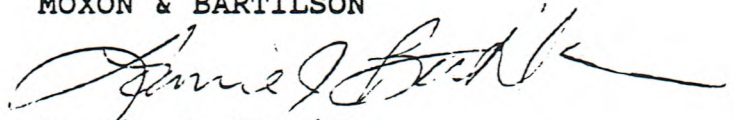
2. We will meet and confer concerning Mr. Wollersheim's objections to the document production request which accompanied his subpoena. In the event that we are unable to agree, we will promptly seek resolution of the dispute from the discovery referee, by Mr. Wollersheim's motion for a protective order.

3. Mr. Wollersheim will appear for deposition at a mutually agreed-upon date no later than April 30, 1995 without requiring any additional subpoena.

I have received from you only three pages of a fax containing Mr. Wollersheim's objections. Kindly send me the remainder of the objections so that we can resolve them rapidly.

Sincerely,

MOXON & BARTILSON



Laurie J. Bartilson

LJB:aeu

cc: Andrew H. Wilson, Esq.
Michael Walton, Esq.
William R. Benz, Esq.

MOXON & BARTILSON
ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
HOLLYWOOD, CALIFORNIA 90028
TELEPHONE (213) 960-1936
TELECOPIER (213) 953-3351

KENDRICK L. MOXON

LAURIE J. BARTILSON

ALSO ADMITTED IN
THE DISTRICT OF COLUMBIA

ALSO ADMITTED IN
MASSACHUSETTS

March 24, 1995

BY TELEFAX AND U.S. MAIL

Ford Greene, Esq.
Hub Law Offices
711 Sir Francis Drake Blvd.
San Anselmo, California 94960-1949

Re: Church of Scientology International v. Gerald Armstrong
MSC 157 680

Dear Mr. Greene:

Thank you for your letter of this date, and the objections to Mr. Wollersheim's notice of deposition. As I noted to you in my letter of March 10, and repeated to you on numerous telephone messages, your telefax of March 10 was incomplete.

Now that I have, two weeks later, received your objections, I am renoticing Mr. Wollersheim's deposition, with an amended document production request which I hope alleviates many of your concerns. I propose the following procedure for dealing with any remaining objections which you may have:

The bulk of your objections were objections based on privilege. You and I may disagree as to the extent that a privilege is applicable from one document to the next. Generally, I do not expect Mr. Wollersheim to produce documents which he received from you or sent to you in regard to his own litigation, whether or not Gerald Armstrong participated in the transmission of those documents. If Mr. Armstrong prepared any of the documents which he transmitted on your behalf, however, I do not believe that they would be privileged, given both the settlement agreement and the injunction in this action. The content of any such document, however, is relevant only to the extent that it establishes Mr. Armstrong's breach of the agreement and/or the injunction.

Given this dilemma, I suggest that you prepare a privilege log for the documents for which Mr. Wollersheim is claiming a privilege. Once the log is prepared, we can brief the privilege issue. The documents can be produced to the court in camera, and the court can determine whether or not they are privileged, if production is appropriate in some redacted form, etc.

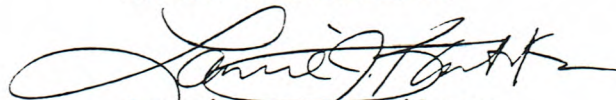
Ford Greene
March 24, 1995
Page 2

To the extent that FACTI or Wollersheim provided documents about Mr. Armstrong to other anti-Scientology litigants or their counsel, those documents are direct evidence of several of the claims of plaintiff's complaint. I am not aware of any statute or case law supporting the "consultant's" privilege that you are asserting. If you can supply me with any relevant cases which support Mr. Wollersheim's assertion, then I will consider revising the document request further.

Regardless, I am certain that Mr. Wollersheim has testimony to give and documents to produce which are not privileged, and I suggest that we proceed with his deposition while we work to resolve those documents for which you are claiming a privilege in the manner suggested above. I have, accordingly, noticed Mr. Wollersheim's deposition for April 20, 1995. If you have any objection to this date, kindly inform me within 5 days, along with alternative dates of your suggestion.

Sincerely,

MOXON & BARTILSON



Laurie J. Bartilson

LJB:aeu

cc: Gerald Armstrong
Andrew H. Wilson, Esq.
Michael Walton, Esq.
William R. Benz, Esq.

EXHIBIT FF

1 HUB LAW OFFICES
Ford Greene, Esquire
2 California State Bar No. 107601
711 Sir Francis Drake Boulevard
3 San Anselmo, California 94960-1949
Telephone: (415) 258-0360

4 Attorney for Defendant
5 GERALD ARMSTRONG
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF MARIN
10

11 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
12 not-for-profit religious)
corporation;)

13 Plaintiffs,)
14 vs.)

15 GERALD ARMSTRONG; DOES 1)
16 through 25, inclusive,)

17 Defendants.)
18

No. 152 229

DECLARATION OF GERALD ARMSTRONG
IN OPPOSITION TO SCIENTOLOGY'S
MOTION FOR PRELIMINARY
INJUNCTION

Date: March 20, 1992

Time: 9:00 a.m.

Dept: 4 - Specially Set

19 I, Gerald Armstrong, declare and state:

20 1. I am making this declaration to support an opposition to
21 a motion brought by the Scientology organization in the case of
22 Church of Scientology International v. Armstrong, Marin County
23 Superior Court No. 152 229 to enforce the settlement agreement I
24 had entered into with the organization in December 1986. The
25 facts hereinafter set forth are of my own first-hand knowledge.

26 2. I became involved with Scientology as a customer in 1969
27 in Vancouver, B.C. I worked on staff there in 1970 and in
28 February 1971 joined the Sea Organization (SO or Sea Org) in Los

1 investigators, who had harassed me in London in 1984, accusing me
2 of distributing "sealed" documents;

3 ▶ international dissemination of Scientology publications
4 falsely accusing me of crimes, including crimes against humanity;
5 and

6 ▶ culling and disseminating information from my supposedly
7 confidential auditing (psychotherapy) file.

8 10. On December 5, 1986 I was flown to Los Angeles, as were
9 several other of Mr. Flynn's clients with claims against the
10 organization to participate in a "global settlement." After my
11 arrival in LA I was shown a copy of a document entitled "Mutual
12 Release of All Claims and Settlement Agreement," hereinafter
13 referred to as "the settlement agreement," and some other
14 documents, which I was expected to sign.

15 11. The settlement agreement has now become a public
16 document, and it and its effects are issues in various lawsuits
17 now pending.

18 12. Upon reading the settlement agreement draft I was
19 shocked and heartsick. I told Mr. Flynn that the condition of
20 "strict confidentiality and silence with respect to [my]
21 experiences with the [organization]" (settlement agreement, para.
22 7D), since it involved over seventeen years of my life, was
23 impossible. I told him that the "liquidated damages" clause
24 (para. 7D) was outrageous; that pursuant to the settlement
25 agreement I would have to pay \$50,000.00 if I told a doctor or
26 psychologist about my experiences from those years, or if I put on
27 a resume what positions I had held during my organization years.
28 I told Mr. Flynn that the requirements of non-amenability to

1 service of process (para. 7H) and non-cooperation with persons or
2 organizations adverse to the organization (paras. 7G, 10) were
3 obstructive of justice. I told him that I felt that agreeing to
4 leave the organization's appeal of the decision in Armstrong and
5 not respond to any subsequent appeals (para. 4B) was unfair to the
6 courts and all the people who had been helped by the decision. I
7 told Mr. Flynn that an affidavit the organization was demanding
8 that I sign along with the settlement agreement was false. That
9 document, which I do not have, stated, inter alia, that my
10 disagreements with the organization had been with prior
11 management, and not with the then-current leadership. In fact
12 there had been no management change and I had the same
13 disagreements with the organization's "fair game" policies and
14 actions which had continued without change up to the time of the
15 settlement. I told him that I was being asked to betray
16 everything and everyone I had fought for against an organization
17 which was based upon injustice.

18 13. In answer to my objections to the settlement agreement,
19 Mr. Flynn said that the silence and liquidated damages clauses,
20 and anything which called for obstruction of justice were not
21 worth the paper they were printed on. He said the same thing a
22 number of times and a number of ways; e.g., that I could not
23 contract away my Constitutional rights; that the conditions were
24 unenforceable. He said that he had advised the organization
25 attorneys that those conditions in the settlement agreement were
26 not worth the paper they were printed on, but that the
27 organization, nevertheless, insisted on their inclusion in the
28 settlement agreement and would not agree to any changes. He

1 pointed out the clauses concerning my release of all claims
2 against the organization to date and its release of all claims
3 against me to date (paras. 1, 4, 5, 6, 8) and said that they were
4 the essential elements of the settlement and were what the
5 organization was paying for.

6 14. Mr. Flynn also said that everyone was sick of the
7 litigation and wanted to get on with their lives. He said that he
8 was sick of the litigation, the threats to him and his family and
9 wanted out. He said that as a part of the settlement he and all
10 co-counsels had agreed to not become involved in organization-
11 related litigation in the future. He expressed a deep concern
12 that the courts in this country cannot deal with the organization
13 and its lawyers and their contemptuous abuse of the justice
14 system. He said that if I didn't sign the documents all I had to
15 look forward to was more years of harassment and misery. One of
16 Mr. Flynn's other clients, Edward Walters, who was in the room
17 with us during this discussion, yelled at me, accusing me of
18 killing the settlement for everyone, and that everyone else had
19 signed or would sign, and everyone else wanted the settlement.
20 Mr. Flynn said that the organization would only settle with
21 everyone together; otherwise there would be no settlement. He did
22 agree to ask the organization to include a clause in my settlement
23 agreement allowing me to keep my creative works relating to L. Ron
24 Hubbard or the organization (para. 7L).

25 15. Mr. Flynn said that a major reason for the settlement's
26 "global" form was to give the organization the opportunity to
27 change its combative attitude and behavior by removing the threat
28 he and his clients represented to it. He argued that the

1 organization's willingness to pay us substantial sums of money,
2 after its agents and attorneys had sworn for years to pay us "not
3 one thin dime" was evidence of a philosophic shift within the
4 organization. I argued that the settlement agreement evidenced
5 the unchanged philosophy of fair game, and that if the
6 organization did not use the opportunity to transform its
7 antisocial nature and actions toward its members, critics and
8 society I would, a few years hence, because of my knowledge of
9 organization fraud and fair game, be again embroiled in its
10 litigation and targeted for extralegal attacks.

11 16. Regarding the affidavit the organization required that I
12 sign, Mr. Flynn said that the "disagreement with prior management"
13 could be rationalized as being a disagreement with L. Ron Hubbard,
14 and since Mr. Hubbard had died in January 1986 it could be said
15 that I no longer had that disagreement. Mr. Flynn said that the
16 organization's attorneys had promised that the affidavit, which
17 all the settling litigants were signing, would only be used by the
18 organization if I began attacking it after the settlement, and
19 since I had no intention of attacking the organization the
20 affidavit would never see the light of day.

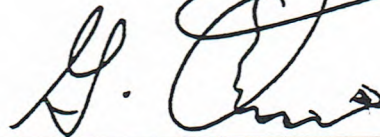
21 17. During my meeting with Mr. Flynn in Los Angeles I found
22 myself facing a dilemma which I reasoned through in this way. If
23 I refused to sign the settlement agreement and affidavit all the
24 other settling litigants, many of whom had been flown to Los
25 Angeles in anticipation of a settlement, would be extremely
26 disappointed and would continue to be subjected to organization
27 harassment for an unknown period of time. I had been positioned
28 in the settlement drama as a deal-breaker and would undoubtedly

1 lose the support of some if not all of these litigants, several of
2 whom were key witnesses in my case against the organization.
3 Although I was certain that Mr. Flynn and my other lawyers would
4 not refuse to represent me if I did not sign the documents I also
5 knew that they all would view me as a deal-breaker and they would
6 be as disappointed as the other litigants in not ending the
7 litigation they desperately wanted out of. The prospect of
8 continuing the litigation with unhappy and unwilling attorneys on
9 my side, even though my cross-complaint was set for trial within
10 three months, was distressing. On the other hand, if I signed the
11 documents, all my co-litigants, some of whom I knew to be in
12 financial trouble, would be happy, the stress they felt would be
13 reduced and they could get on with their lives. Mr. Flynn and the
14 other lawyers would be happy and the threat to them and their
15 families would be removed. The organization would have the
16 opportunity they said they desired to clean up their act and start
17 anew. I would have the opportunity to get on with the next phase
18 of my life and the financial wherewithal to do so. I was also not
19 unhappy to at that time not have to testify in all the litigation
20 nor to respond to the media's frequent questions. If the
21 organization continued its fair game practices toward me I knew
22 that I would be left to defend myself and I accepted that fact.
23 So, armed with Mr. Flynn's advice that the conditions I found so
24 offensive in the settlement agreement were not worth the paper
25 they were printed on, and the knowledge that the organization's
26 attorneys were also aware of that legal opinion, I put on a happy
27 face and the following day went through the charade of a
28 videotaped signing.

1 was an obstruction of justice. After the Court of Appeal granted
2 my petition on March 9, 1990, I did thereafter file a respondent's
3 brief. Thereafter, on July 29, 1991 an opinion issued in that
4 appeal upholding the trial court's decision on the merits.

5 I declare under the penalty of perjury under the laws of the
6 State of California that the foregoing is true and correct.

7 Executed this March 16, 1992, at San Anselmo, California.

8
9
10 

11 Gerald Armstrong
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, California 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Hollywood, California 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF LOS ANGELES

18 CHURCH OF SCIENTOLOGY OF	)	Case No. BC 052395
19 INTERNATIONAL, a California not-)	
20 for-profit religious corporation;	)	NOTICE OF TAKING THE
21	)	DEPOSITION OF MICHAEL J.
22	)	FLYNN
23)	
24 Plaintiff,)	
25)	
26 vs.)	
27)	
28 GERALD ARMSTRONG and DOES 1)	
through 25, inclusive,)	
29)	
30)	
31)	
32 Defendants.)	
33)	

34 TO ALL PARTIES OF RECORD AND THEIR COUNSEL:

35 PLEASE TAKE NOTICE that plaintiff, Church of Scientology
36 International, will take the deposition of Michael J. Flynn,
37 pursuant to the attached subpoena, on Tuesday, May 12, 1992 at
38 the offices of Whispering Palm Country Club, 4000 Cacha De Golf,
39 Rancho Santa Fe, CA 92067 (619) 756-2471. This deposition will
40 be taken before a certified shorthand reporter and Notary Public,

1 or other such person authorized to administer oaths who may be
2 present at such time and place. The deposition shall continue
3 from day to day, excluding weekends and holidays, until
4 completed.

5 Dated: May 1, 1992

BOWLES & MOXON

6
7 By: 

Laurie J. Bartilson

8 Andrew H. Wilson
9 WILSON, RYAN & CAMPILONGO

10 Attorneys for Plaintiff
11 CHURCH OF SCIENTOLOGY
12 INTERNATIONAL
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Laurie J. Bartilson BOWLES & MOXON 6255 Sunset Blvd., 2000, Hollywood, CA 90027 (213) 661-4030		BC052395
NAME OF COURT: Los Angeles Superior Court POST OFFICE AND: 111 N. Hill St. STREET ADDRESS: Los Angeles, California		DEPOSITION SUBPENA For Personal Appearance <input type="checkbox"/> and Production of Documents and Things
PLAINTIFF/PETITIONER: Church of Scientology International DEFENDANT/RESPONDENT: Gerald Armstrong		

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone No. of deponent, if known):

Michael J. Flynn, 61625 El Tordo, Rancho Santa Fe, CA

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following time and place:

Date: May 12, 1992	Time: 10:00 a.m.	Address: (619) 756-2471 Whispering Palm Country Club 4000 Cacha De Golf Rancho Santa Fe, CA 92067
--------------------	------------------	--

- a. ☐ As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 3. (Code of Civil Procedure section 2025 (d)(6).)
- b. ☐ You are ordered to produce the documents and things described in item 3.
- c. ☐ This deposition will be recorded by ☐ audiotape ☐ videotape and stenographically.
- d. ☐ This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025 (u)(4).
2. ☐ The personal attendance of the custodian of records or other qualified witness ☐ and the production of the original documents are required by this deposition subpoena. The procedure authorized by Evidence Code sections 1560 (b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
3. ☐ The documents and things to be produced and any testing or sampling being sought are described as follows:

☐ Continued on attachment 3.

4. A deposition permits an attorney to ask questions of a witness who is sworn to tell the truth. An attorney for other parties may then ask questions also. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. A witness may read the written record and change any incorrect answers before signing the deposition. The witness is entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.

5. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 68097.1.

Date: _____ Clerk, by _____, Deputy

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: April 30, 1992

Laurie J. Bartilson
(TYPE OR PRINT NAME)


(SIGNATURE OF PERSON ISSUING SUBPENA)

Attorney for Plaintiff
(TITLE)

(See reverse for proof of service)

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Los Angeles, CA 90028

On May 1, 1992, I served the foregoing document described as NOTICE OF TAKING THE DEPOSITION OF MICHAEL J. FLYNN on defendants in this action as follows:

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] a true copy thereof in a sealed envelope addressed as follows:

Graham Berry VIA TELEFAX
Lewis D'Amato, Brisbois & Bisgaard
221 N. Figueroa St.
Suite 1200
Los Angeles, CA 90012

Paul Morantz VIA TELEFAX
P.O. Box 511
Pacific Palisades, California 90272

Ford Greene, Esq. VIA TELEFAX
711 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party

served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

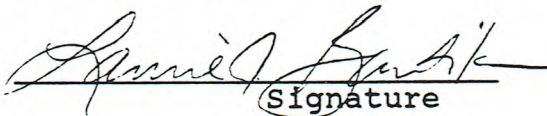
Executed on May 1, 1992, at Los Angeles, California.

[] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressee.

Executed on May 1, 1992, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laure J. Bartisa 
Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)

HUB LAW OFFICES
 Ford Greene, Esquire
 California State Bar No. 107601
 711 Sir Francis Drake Boulevard
 San Anselmo, California 94960-1949
 Telephone: (415) 258-0360

PAUL MORANTZ, ESQ.
 P.O. Box 511
 Pacific Palisades, CA 90272
 (213) 459-4745

Attorney for Defendant
 GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY
 INTERNATIONAL, a California
 not-for-profit religious
 corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
 through 25, inclusive,

Defendants.

No. BC 052395

NOTICE OF OBJECTIONS
 TO DEPOSITION OF MICHAEL
J. FLYNN

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Code of Civil procedure section
 2025(g) defendant Gerald Armstrong hereby registers his objections
 to his deposition noticed for May 12, 1992, on the following
 grounds:

1. The notice of said deposition is defective because it
 was not served with adequate notice, to wit, notices of deposition

COPY

106

1 by mail required 15 days notice. The proof of service of the
2 Notice of Deposition of Michael J. Flynn shows service by mail on
3 May 1, 1992.

4 2. The notice of deposition is defective in that it fails
5 to specify a time for the deposition of Michael J. Flynn.

6 DATED: May 7, 1992

HUB LAW OFFICES

By: 

FORD GREENE
Attorney for Defendant
GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

NOTICE OF OBJECTIONS TO DEPOSITION OF GERALD ARMSTRONG

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

By Hand

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier
213-662-6419

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street. Suite 1200
Los Angeles, California 90012

By Telecopier
213-750-7900

Paul Morantz, Esq.
P.O. Box 511
Pacific Palisades, CA 90272

By Telecopier

[X] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[X] (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

[X] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: May 7, 1992

Karl D. Sidel

BOWLES & MOXONATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000

HOLLYWOOD, CALIFORNIA 90028

TIMOTHY BOWLES *
KENDRICK L. MOXON *
LAURIE J. BARTILSON *
HELENA K. KOHRIN ** ALSO ADMITTED IN OREGON
* ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
* ALSO ADMITTED IN MASSACHUSETTS
* ALSO ADMITTED IN FLORIDA
* ALSO ADMITTED IN MINNAPIS

(213) 661-4030

TELECOPIER (213) 662-6419

May 8, 1992

BY TELEFAX AND U.S. MAIL

RANDALL A. SPENCER *
WILLIAM D. KATZ
DEBRA S. TOBIAS
PETER M. JACOBS
JEFFREY S. ADELMANOF COUNSEL:
MARCELLO M. DI MAURO
KAREN L. KROWN
JEANNE M. GAVICAN
JAMES J. JACKSON
KAREN D. HOLLYMr. Paul Morantz
P.O. Box 511
Pacific Palisades, California 90272Mr. Ford Greene
711 Sir Francis Drake Blvd.
San Anselmo, California 94060-1949Re: Church of Scientology International v. Armstrong,
Case No. BC 052395

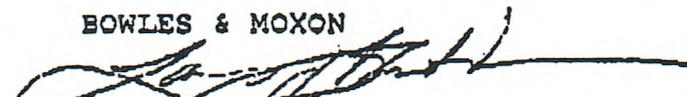
Gentlemen:

The objection you have interposed on behalf of Mr. Armstrong to the deposition of Mr. Flynn is spurious. Attached to the deposition notice sent to each of you, and incorporated by reference therein, was a copy of the subpoena directed to Mr. Flynn, which plainly states the time of the deposition: 10:00 a.m. Moreover, the notice was sent to all of you, in the middle of riots in both Los Angeles and San Francisco, by telefax as well as by mail. Had any of you responded to telephone calls made to your offices on the date in question, you would have been informed that plaintiff was relying upon telefax service because the emergency situation in both cities prevented the sending of a messenger. I cannot imagine any court requiring further efforts than those made by plaintiff herein to effect timely notice under the circumstances.

The deposition has been set for the date in question to accommodate the witness, and will not be continued. If you choose not to attend, it is of course at your own peril.

Very truly yours,

BOWLES & MOXON


Laurie J. Bartilson

LJB:mfh

cc. Graham Berry
Andrew H. Wilson

HUB LAW OFFICES
Ford Greene, Esquire
California State Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Defendant
GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California
not-for-profit religious
corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
through 25, inclusive,

Defendants.

No. BC 052395

DEFENDANT'S OPPOSITION TO
EX PARTE APPLICATION RE:
DEPOSITION OF MICHAEL FLYNN;
DECLARATION OF FORD GREENE;
REQUEST FOR MONETARY SANCTIONS

Date: 5/15/92
Time: 8:30 a.m.
Dept: 64

COMES NOW defendant Gerald Armstrong and submits his
opposition to the ex parte application of plaintiff Church of
Scientology International ("Scientology") as follows:

DECLARATION OF FORD GREENE

FORD GREENE declares:

1. I am an attorney licensed to practice law in the Courts
of the State of California and am one of the attorneys of record
for Gerald Armstrong, defendant herein. I am a sole practitioner
of limited means whose office is located north of San Francisco in
Marin County, California.

2. This case involves a breach of contract action predicated upon a settlement agreement which requires defendant Armstrong to suppress evidence and obstruct justice by refusing to testify in any proceedings against Scientology unless he is subpoenaed and to avoid service of any such subpoena. Defendant asserts that such contractual provisions violate public policy and are void and render the contract void and unenforceable.

3. At this time three law and motion hearings are pending in this case on the following dates involving the indicated subjects:

- May 21, 1992, in Department 88 on plaintiff's motion for preliminary injunction.
- June 4, 1992, in Department 30 on defendant's motion to quash the deposition subpoena of Michael J. Flynn that is the subject of this ex parte application.^{1/}
- June 11, 1992, in Department 30 on defendant's Demurrer and Motion to Strike.

4. The position that defendant Armstrong has asserted in opposition to the injunctive relief which will be heard on May 21 and in support of his demurrer which will be heard on June 11 is identical.

5. To wit, since the agreement prohibits Armstrong from giving sworn testimony in any proceeding involving Scientology unless he is subpoenaed and to avoid service of all subpoenas which would compel such testimony, it is void as against public

¹ Therefore, pursuant to statute "The taking of the deposition is stayed pending the determination of this motion" (C.C.P. § 2025 (g)) to quash.

1 policy, is corruptive of the integrity of the judicial process and
2 is therefore unenforceable.

3 6. Michael J. Flynn is Armstrong's former attorney who was
4 involved in the settlement and Scientology wants to question him
5 about material that is within the scope of the attorney-client
6 privilege.

7 7. Since the agreement upon which the complaint is based
8 may be void as against public policy and such is the subject of
9 the demurrer set for hearing on June 11, the complaint may be
10 dismissed as a matter of law.

11 8. Since the legal issue to be tested on demurrer is the
12 same as will be tested on injunctive relief, it is premature and
13 inappropriate for plaintiff to seek to penetrate the sacredness of
14 the attorney-client privilege held by defendant Armstrong by
15 interrogating his former attorney, Mr. Flynn. The reason it is
16 premature is because if defendant's demurrer is sustained on
17 public policy grounds, the complaint will be dismissed and such
18 ruling will render Flynn's deposition moot and the attorney-client
19 privilege will have been rendered asunder for nothing if Flynn's
20 deposition is taken in advance of that June 11 hearing.

21 9. On Friday, May 1, 1992, plaintiff served by mail its
22 NOTICE OF TAKING THE DEPOSITION OF MICHAEL J. FLYNN; DEPOSITION
23 SUBPENA. A true and correct copy thereof is attached hereto and
24 incorporated herein as Exhibit A. Said Notice of Deposition
25 purported to set the deposition of Michael J. Flynn within 11 days
26 (instead of the statutorily required 15 days) on Tuesday, May 12,
27 1992, and failed to notice said deposition for an specific time.
28 Plaintiff's counsel never made any effort to obtain an order or

1 stipulation shortening time, indeed, no effort was made to
2 ascertain whether said deposition date was convenient to
3 defendant's counsel.

4 10. On Thursday, May 7, 1992, Defendant ARMSTRONG timely and
5 personally served his NOTICE OF OBJECTIONS TO DEPOSITION OF
6 MICHAEL J. FLYNN on the office of Andrew H. Wilson, attorney for
7 plaintiff. The objections asserted were that (1) the notice of
8 deposition was served on me, in Marin County, by mail with 11 days
9 notice when 15 days notice is required, and (2) said notice failed
10 to specify a time for the commencement of Mr. Flynn's deposition.
11 A true and correct copy of said notice is attached hereto and
12 incorporated herein as Exhibit B.

13 11. On Friday, May 8, 1992, Laurie J. Bartilson, attorney
14 for Plaintiff, wrote defense counsel and stated "The deposition
15 has been set for the date in question to accommodate the witness,
16 and will not be continued. If you choose not to attend, it is of
17 course at your own peril." Her letter was transmitted by
18 telecopier at 4:49 p.m. A true and correct copy of said letter is
19 attached hereto and incorporated herein as Exhibit C.

20 12. On Monday, May 11, 1992, plaintiff filed his Motion to
21 Quash the Deposition Subpoena of Michael J. Flynn which is
22 currently pending hearing set for Thursday, June 4, 1992. The
23 grounds for this motion were the same as asserted in the Objection
24 discussed in Paragraph 10, above, and specifically pointed out
25 that "The taking of the deposition is stayed pending the
26 determination of this motion." (C.C.P. § 2025 (g).) Plaintiff's
27 counsel Bartilson was served with a copy of said motion by fax the
28 same day it was filed. A true and correct copy of the facepage

1 and proof of service of said motion is attached hereto and
2 incorporated herein as Exhibit D.

3 13. On Tuesday, May 12, 1992, I spoke with plaintiff's
4 counsel Andrew Wilson on the telephone. When he advised me that
5 he wanted to proceed with the Flynn deposition on May 19, 1992, I
6 advised him that I had no court appearances on May 19 and would
7 check with Mr. Morantz about the shortly noticed date. In
8 addition to dealing with the instant case, I am preparing for a 4-
9 week jury trial set to commence on June 1, 1992, for which I must
10 prepare and cannot go (I am a sole practitioner) to San Diego for
11 the Flynn deposition. At no time did I agree to attend any
12 deposition of Michael Flynn on May 19.

13 14. On Wednesday, May 13, 1992, the last day to respond to
14 plaintiff's complaint, defendant filed his demurrer to the
15 complaint on the ground that the agreement violates public policy
16 because it calls for the suppression of evidence and the
17 obstruction of justice by prohibiting Armstrong from testifying in
18 any judicial, legislative or administrative proceedings adverse to
19 Scientology unless served with a subpoena and that he must avoid
20 service on such subpoena.

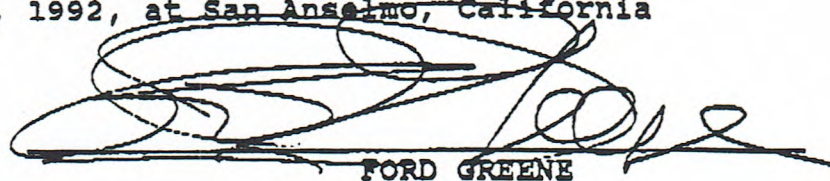
21 15. On Thursday, May 14, 1992, plaintiff's counsel gave
22 notice that the instant ex parte application would be sought.

23 16. In light of the foregoing reasons, particularly because
24 pursuant to C.C.P. § 2025 (a) the deposition of Mr. Flynn is
25 stayed pending the court's determination on the motion to quash
26 set for hearing on June 4, and because a determination of law on
27 the public policy issue may render moot plaintiff's complaint,
28 defendant seeks monetary sanctions against plaintiff for having to

1 oppose this meritless and frivolous abuse of the court and
2 counsel's time.

3 Under penalty of perjury pursuant to the laws of the State of
4 California I hereby declare that the foregoing is true and correct
5 according to my first-hand knowledge, except those matters stated
6 to be on information and belief, and as to those matters, I
7 believe them to be true.

8 Executed on May 14, 1992, at San Anselmo, California

9 
10
11 FORD GREENE

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

HUB LAW OFFICES
 Ford Greene, Esquire
 California State Bar No. 107601
 711 Sir Francis Drake Boulevard
 San Anselmo, California 94960-1949
 Telephone: (415) 258-0360

PAUL MORANTZ, ESQ.
 P.O. Box 511
 Pacific Palisades, CA 90272
 (213) 459-4745

Attorney for Defendant
 GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY
 INTERNATIONAL, a California
 not-for-profit religious
 corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
 through 25, inclusive,

Defendants.

No. BC 052395

NOTICE OF MOTION AND MOTION
 TO QUASH DEPOSITION SUBPOENA
 FOR MICHAEL J. FLYNN;
 DECLARATION OF COUNSEL;
 MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF

Date: 6-4-92
 Time: 8:30 a.m.
 Dept: 30

Trial Date: None
 Discovery Cut Off: None

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on the 4th day of June,
 1992, at 8:30 a.m. or as soon thereafter as the matter may be
 heard in Department 30 of the above-entitled Court, Defendant
 GERALD ARMSTRONG will move for an Order quashing the Deposition
 Subpoena that was served on third-party witness Michael J. Flynn.
 Further ARMSTRONG will seek an Order compelling plaintiff CHURCH

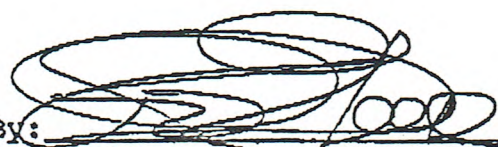
1 OF SCIENTOLOGY INTERNATIONAL and its attorneys, Wilson, Ryan and
2 Campilongo and Bowles and Moxon to pay monetary sanctions for
3 requiring ARMSTRONG to bring the instant motion.

4 As to the motion to quash, this motion is brought pursuant to
5 Code of Civil Procedure section 2025 (g) on the ground that notice
6 of said deposition was served by mail and was less than required
7 by Code of Civil Procedure sections 1013 (a) and 2025 (f).

8 As to the motion for sanctions, this motion is brought
9 pursuant to Code of Civil procedure sections 2023 and 2025 (g).

10 This motion is based upon the instant Notice, the Declaration
11 of Counsel submitted herewith and the Memorandum of Points and
12 Authorities In Support filed herewith, and the court's files and
13 records in this case.

14 DATED: May 11, 1992

15
16 
17 By: FORD GREENE and PAUL MORANTZ
18 Attorneys for Defendant
19 GERALD ARMSTRONG
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents:

NOTICE OF MOTION AND MOTION TO QUASH DEPOSITION
SUBPOENA OF MICHAEL J. FLYNN; DECLARATION OF
COUNSEL; MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF; [Proposed] ORDER

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

By Telecopier
213-662-6419

Graham E. Berry, Esquire
LEWIS, D'AMATO, BRISBOIS & BISGAARD
221 North Figueroa Street. Suite 1200
Los Angeles, California 90012

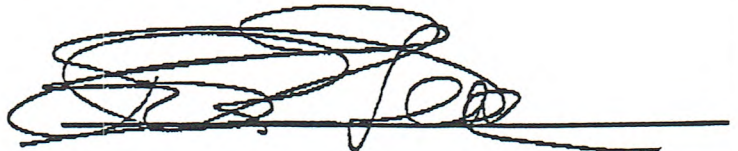
By Telecopier
213-750-7900

☒ (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

☐ (Personal Service) I caused such envelope to be delivered by hand to the offices of the addressee.

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: May 11, 1992



1 HUB LAW OFFICES
2 Ford Greene, Esquire
3 California State Bar No. 107601
4 711 Sir Francis Drake Boulevard
5 San Anselmo, California 94960-1949
6 Telephone: (415) 258-0360

7 PAUL MORANTZ, ESQ.
8 P.O. Box 511
9 Pacific Palisades, CA 90272
10 (213) 459-4745

11 Attorney for Defendant
12 GERALD ARMSTRONG

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

13 CHURCH OF SCIENTOLOGY)
14 INTERNATIONAL, a California)
15 not-for-profit religious)
16 corporation;)

17 Plaintiffs,)

18 vs.)

19 GERALD ARMSTRONG; DOES 1)
20 through 25, inclusive,)

21 Defendants.)

No. BC 052395

DECLARATION OF COUNSEL
IN SUPPORT OF MOTION
TO QUASH DEPOSITION
OF MICHAEL J. FLYNN

Date:
Time:
Dept:
Trial Date: None
Discovery Cut Off: None

FORD GREENE declares:

1. I am an attorney licensed to practice law in the Courts of the State of California and am one of the attorneys of record for GERALD ARMSTRONG, defendant herein.

2. On May 1, 1992, plaintiff served by mail its NOTICE OF TAKING THE DEPOSITION OF MICHAEL J. FLYNN; DEPOSITION SUBPENA. A true and correct copy thereof is attached hereto and incorporated

1 herein as Exhibit A. Said Notice of Deposition purported to set
2 the deposition of Michael J. Flynn on May 12, 1992, and failed to
3 notice said deposition for an specific time. Plaintiff's counsel
4 never made any effort to obtain an order or stipulation shortening
5 time, indeed, no effort was made to ascertain whether said
6 deposition date was convenient to defendant's counsel.

7 3. On May 7, 1992, Defendant ARMSTRONG timely and
8 personally served his NOTICE OF OBJECTIONS TO DEPOSITION OF
9 MICHAEL J. FLYNN on the office of Andrew H. Wilson, attorney for
10 plaintiff. A true and correct copy of said notice is attached
11 hereto and incorporated herein as Exhibit B.

12 4. On May 8, 1992, Laurie J. Bartilson, attorney for
13 Plaintiff, wrote defense counsel and stated "The deposition has
14 been set for the date in question to accommodate the witness, and
15 will not be continued. If you choose not to attend, it is of
16 course at your own peril." Her letter was transmitted by
17 telecopier at 4:49 p.m. A true and correct copy of said letter is
18 attached hereto and incorporated herein as Exhibit C.

19 5. On May 11, 1992, I telephoned plaintiff's counsel Laurie
20 J. Bartilson in an effort to meet and confer regarding the
21 scheduling of the deposition of Michael J. Flynn, left a message
22 to that effect with her secretary and a requested that she return
23 my telephone call. Ms. Bartilson has not done so.

24 ///

25 ///

26 ///

27 ///

28 ///

1 Under penalty of perjury pursuant to the laws of the State of
2 California I hereby declare that the foregoing is true and correct
3 according to my first-hand knowledge, except those matters stated
4 to be on information and belief, and as to those matters, I
5 believe them to be true.

6 Executed on May 11, 1992, at San Anselmo, California

7 
8 FORD GREENE
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

HUB LAW OFFICES
 Ford Greene, Esquire
 California State Bar No. 107601
 711 Sir Francis Drake Boulevard
 San Anselmo, California 94960-1949
 Telephone: (415) 258-0360

PAUL MORANTZ, ESQ.
 P.O. Box 511
 Pacific Palisades, CA 90272
 (213) 459-4745

Attorney for Defendant
 GERALD ARMSTRONG

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY
 INTERNATIONAL, a California
 not-for-profit religious
 corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1
 through 25, inclusive,

Defendants.

No. BC 052395

MEMORANDUM OF POINTS AND
 AUTHORITIES IN SUPPORT OF
 MOTION TO QUASH DEPOSITION OF
MICHAEL J. FLYNN

Date:
 Time:
 Dept:
 Trial Date: None
 Discovery Cut Off: None

I. INTRODUCTION

The motion to quash should be granted because plaintiff failed to comply with the statutory requirement that when a deposition notices is served by mail, 15 days notice is required.

On May 1, 1992, plaintiff served by mail its NOTICE OF TAKING THE DEPOSITION OF MICHAEL J. FLYNN; DEPOSITION SUBPENA (Exhibit A to Declaration of Counsel). Said Notice of Deposition purported

1 to set the deposition of Michael J. Flynn on May 12, 1992, and
2 failed to notice said deposition for an specific time.

3 On May 7, 1992, Defendant ARMSTRONG timely and personally
4 served his NOTICE OF OBJECTIONS TO DEPOSITION OF MICHAEL J. FLYNN
5 on the office of Andrew H. Wilson, attorney for plaintiff.
6 (Exhibit B to Declaration of Counsel).

7 On May 8, 1992, Laurie J. Bartilson, attorney for Plaintiff,
8 wrote defense counsel and stated "The deposition has been set for
9 the date in question to accommodate the witness, and will not be
10 continued. If you choose not to attend, it is of course at your
11 own peril." (Exhibit C to Declaration of Counsel)

12 On May 11, 1992, defense counsel Greene telephoned
13 plaintiff's counsel Laurie J. Bartilson in an effort to meet and
14 confer regarding the scheduling of the deposition of Michael J.
15 Flynn, left a message to that effect with her secretary and a
16 requested that she return his telephone call. Ms. Bartilson did
17 not do so.

18 LEGAL ARGUMENT

19 II. The Motion To Quash Should Be Granted;
20 The Deposition Is Stayed Pending A Determination Thereon

21 It is elementary that when a deposition notice is served by
22 mail, 15 days notice must be provided. (C.C.P. §§ 2025 (f), 1013
23 (a).) In the case of the notice of the Flynn deposition, 11 days
24 notice was provided because the notice was served by mail on May 1
25 which noticed the deposition for May 12.

26 On May 7, pursuant to Code of Civil procedure section 2025
27 (g) defendant timely and personally served his notice of
28 objections on plaintiff's counsel Wilson. Said objections were

1 predicated upon two grounds: (1) the lack of adequate notice and
2 (2) the failure to state a time in the notice of deposition.

3 Code of Civil Procedure section 2025 (g) specifically
4 authorizes a party to bring a motion to quash a deposition on the
5 ground that inadequate notice has been given as required by Code
6 of Civil procedure sections 2025 (f) and 1013 (a). In such case
7 "The taking of the deposition is stayed pending the determination
8 of this motion." (C.C.P. § 2025 (g).)

9 III. MONETARY SANCTIONS SHOULD BE AWARDED

10 C.C.P. sections 2023 and 2025 authorizes an award of monetary
11 sanctions against any party or attorney who unsuccessfully makes
12 or opposes a motion to quash a deposition notice.

13 In this case, defendant timely served his objections in
14 response to which plaintiff's counsel Bartilson stated that the
15 deposition would not be continued. Although defense counsel
16 Greene telephoned Bartilson in an effort to develop an alternative
17 to the instant motion, she chose not to return his call.

18 CONCLUSION

19 Based upon all of the foregoing, defendant ARMSTRONG
20 respectfully submits that Court grant his motion to quash the
21 Deposition Subpoena of Michael J. Flynn and Order the payment of
22 reasonable monetary sanctions.

23 DATED: May 11, 1992

24 By: 

PAUL MORANTZ and FORD GREENE
Attorneys for Defendant
GERALD ARMSTRONG

NOV 24 '93 14:56 FROM FAX AND FILE/MARIN

PAGE.003

NOV-23-'93 TUE 17:20 ID:

TEL NO:415-394-8560

#765 P02

SC102-003A
11-24-93**FILED**

NOV 24 1993

HOWARD HANSON
MARIN COUNTY CLERK
By J. Steele, Deputy

1 Andrew H. Wilson, #063209
 2 WILSON, RYAN & CAMPILONGO
 3 235 Montgomery Street, Suite 450
 4 San Francisco, CA 94104
 5 (415) 393-3900
 6 (415) 954-0938 (FAX)

7 Laurie J. Bartilson
 8 BOWLES & MOXON
 9 5255 Sunset Boulevard
 10 Suite 2000
 11 Los Angeles, CA 90028
 12 (213) 661-4030
 13 (213) 953-3351 (FAX)

14 Attorneys for Plaintiff
 15 CHURCH OF SCIENTOLOGY INTERNATIONAL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

16 CHURCH OF SCIENTOLOGY INTERNATIONAL,
 17 a California not-for-profit
 18 religious corporation;

Plaintiff,

vs.

19 GERALD ARMSTRONG; MICHAEL WALTON;
 20 THE GERALD ARMSTRONG CORPORATION, a
 21 California for-profit corporation;
 22 Does 1 through 100, inclusive,

Defendants.

CASE NO. 157 680

NOTICE OF MOTION AND
 MOTION TO COMPEL
 PRODUCTION OF DOCUMENTS
 FROM DEFENDANT GERALD
 ARMSTRONG

DATE: January 14, 1994
 TIME: 9:00 a.m.
 DEPT: 1

TRIAL DATE: None
 DISCOVERY CUT OFF: None
 MOTION CUT OFF: None

BY FAX

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 14, 1994 at 9:00 a.m. in
 Department 1 of the above-entitled court, Plaintiff CHURCH OF
 SCIENTOLOGY INTERNATIONAL ("the Church") will and does hereby move,
 pursuant to C.C.P. §§ 2031(1) and 2023(1), for an order compelling
 defendant GERALD ARMSTRONG to produce documents for inspection and
 copying, as requested in the Church's First Request for the

WILSON, RYAN & CAMPILONGO
 235 Montgomery Street, Suite 450
 San Francisco, California 94104

SC102-013
NOTICE MOT

1 Production of Documents By Defendant Gerald Armstrong. This motion
2 is made on the grounds that defendant Armstrong has refused to
3 produce any documents in response to the Church's reasonable
4 requests, producing instead a series of objections which are
5 evasive, meritless and interjected in bad faith to impede discovery.
6 This motion is based on this notice, and the accompanying memorandum
7 of points and authorities, declaration of Andrew H. Wilson, and
8 separate statement of requests in dispute.

9 Dated: November 23, 1993

Respectfully submitted,

10 WILSON, RYAN & CAMPILONGO

11 By: 
12 Andrew H. Wilson

13 Laurie J. Bartilson
14 BOWLES & MOXON

15 Attorneys for Plaintiff
16 CHURCH OF SCIENTOLOGY
17 INTERNATIONAL
18
19
20
21
22
23
24
25
26
27
28

SC02-003A
11-24-93
FILED

NOV 24 1993

HOWARD HANSON
MARIN COUNTY CLERK
By J. Steele, Deputy

1 Andrew H. Wilson, #063209
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, CA 94104
6 (415) 391-3900
7 (415) 954-0938 (FAX)

8 Laurie J. Bartilson
9 BOWLES & NOXON
10 6255 Sunset Boulevard
11 Suite 2000
12 Los Angeles, CA 90028
13 (213) 661-4030
14 (213) 953-3351 (FAX)

15 Attorneys for Plaintiff
16 CHURCH OF SCIENTOLOGY INTERNATIONAL

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 FOR THE COUNTY OF MARIN

19 CHURCH OF SCIENTOLOGY
20 INTERNATIONAL, a California not-
21 for-profit religious corporation;

22 Plaintiff,

23 vs.

24 GERALD ARMSTRONG; MICHAEL WALTON;
25 THE GERALD ARMSTRONG CORPORATION, a
26 California for-profit corporation;
27 Does 1 through 100, inclusive,

28 Defendants.

CASE NO. 157-680

MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION TO COMPEL
PRODUCTION OF DOCUMENTS
FROM DEFENDANT GERALD
ARMSTRONG

DATE: January 14, 1994
TIME: 9:00 a.m.
DEPT: 1

TRIAL DATE: None
DISCOVERY CUT OFF: None
MOTION CUT OFF: None

BY FAX

I. INTRODUCTION

Plaintiff Church of Scientology International ("the Church") has brought this litigation as a necessary step to preserve its ability to effect recovery from Gerald Armstrong upon receiving an award of liquidated, general, and punitive damages in the two cases which it has pending against these defendants in the

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

1 Superior Court for the County of Los Angeles, No. BC 052395 and BC
2 084642. Armstrong has sought to avoid the consequences of the
3 liquidated damages clause in the 1986 Settlement Agreement and of
4 his numerous violations of that Agreement by hiding his assets.
5 To that end, he transferred his real property, a house on Fawn
6 Drive in Marin County, to his friend and attorney, defendant
7 Michael Walton. This transfer was made without consideration,
8 although the house and land were apparently worth in excess of
9 \$397,500. Further, Armstrong has claimed in deposition to have
10 substantial assets in the form of manuscripts and artistic works.
11 At least some of these assets were transferred to Armstrong's
12 alter ego, defendant Gerald Armstrong Corporation.

13 The Church has sought production of documents relating to
14 the existence and conveyance of Armstrong's assets. These requests
15 for production have been met with meritless objections and a
16 refusal to engage in a meaningful meet-and-confer process.
17 Consequently the Church has brought this motion in accordance with
18 C.C.P. §2030(1) to compel the production of the relevant
19 documents.

20 II. STATEMENT OF FACTS

21 The Church served Armstrong with its First Request for
22 Production of Documents [Exhibit A to Declaration of Andrew
23 Wilson], on August 9, 1993. Armstrong's responses and/or
24 objections were due on September 3, 1993, and the document
25 production was due on September 13. Armstrong did not produce any
26 documents at all. Instead, after obtaining an extension of time
27 in which to respond, he served responses consisting completely of
28 objections, on October 4, 1993 [Exhibit B to Declaration of Andrew

1 Wilson]. Counsel for the Church immediately contacted Armstrong's
2 counsel, and attempted to meet and confer with him concerning the
3 inadequacy of the responses. [Exhibit C to Declaration of Andrew
4 Wilson, ¶__.] Armstrong's counsel refused to discuss the
5 responses, and insisted that Mr. Wilson "write him a letter."
6 [Id.] Mr. Wilson did so, detailing the reasons why the objections
7 were not adequate. [Id.] Mr. Greene never responded to Mr.
8 Wilson's letter, and has produced no documents.

9 The requests, ten in all, seek documents which are directly
10 relevant to the Church's fraudulent conveyance action. They ask
11 for documents which evidence transfers of assets, whether tangible
12 or intangible, between Armstrong and defendants Walton and the
13 Gerald Armstrong Corporation. On August 5, 1993, Armstrong
14 boasted on national television that he had developed, and was
15 trying to sell, a screenplay. The requests thus seek production
16 of documents relating to the creation, transfer, sale or
17 exploitation of this or other literary and artistic assets. These
18 matters are directly relevant to the issue of Armstrong's assets
19 and whether and how he may be attempting to transfer them out of
20 his apparent direct control to avoid obligations owed to the
21 Church.

22 In response to each request, Armstrong has asserted a
23 series of boilerplate objections, claiming that the request
24 violates the right to privacy, freedom of religion, speech, press
25 and association; is not calculated to lead to the discovery of
26 admissible evidence and is irrelevant; violates an unspecified
27 "order" of the Los Angeles Superior Court; and is ambiguous,
28 overbroad, vague, burdensome, and "harassive."

III. ARGUMENT

A. The Requests Do Not Violate Any Privacy Rights

Armstrong has objected to each of the Church's requests by claiming that the requests "violate the right to privacy." Privacy rights are not absolute. The courts must balance the privacy rights of persons subject to discovery against the right of civil litigants to discover relevant facts and the public interest in obtaining just results in litigation. Vinson v. Superior Court (1987) 43 Cal.3d 833, 842, 239 Cal.Rptr. 292, 299; Valley Bank v. Superior Court (1975) 15 Cal.3d 652, 125 Cal.Rptr. 553, 555. Even very personal and confidential information may have to be disclosed if "essential to a fair determination of the lawsuit." Morales v. Superior Court (1979) 99 Cal.App.3d 283, 160 Cal.Rptr. 194.

Armstrong does not identify whose "right to privacy" is allegedly violated by the requests. Even assuming arguendo that Armstrong is attempting to assert his own privacy interests, the objection is simply irrelevant to the Church's requests. The Church seeks documents relating to Armstrong's creation, sale, exploitation and transfer of assets: the very subject matter of this litigation [See Exhibit A to Declaration of Andrew Wilson, Requests 1, 2, 9, 10].

Further, Armstrong can hardly claim a "privacy" interest in a document which he displayed on national television. [Ex. D to Wilson Dec., Transcript.] Requests 3 - 8 all seek documents relating to the asset which Armstrong attempted to peddle on the television show, Entertainment Tonight.

/ / /

1 **B. First Amendment Privileges Are Not Applicable To the**
2 **Requested Documents**

3 Next, Armstrong claims that the requests violate a whole
4 panoply of his First Amendment rights: the rights to freedom of
5 religion, speech, association and press. Armstrong has offered no
6 explanation as to how the Church's reasonable requests for
7 documents relating to his assets could possibly violate any of
8 Armstrong's First Amendment rights. This action is directed at
9 Armstrong's conveyance of assets so as to essentially render
10 himself judgment proof, while at the same time engaging in what he
11 admits (and in fact boasts of) were breaches of the December, 1986
12 settlement agreement with the Church. The Church has been unable
13 to find any authority which even remotely suggests that Armstrong
14 may refuse to produce documents relative to his assets in a
15 fraudulent conveyance action by claiming that such production
16 would somehow violate his right to freely practice his religion,
17 or associate with persons of his choice. The Church's request
18 that Armstrong supply such authority, if any exists, was met with
19 silence. [Wilson Dec., Paragraph 2]

20 **C. All Of The Requests Seek Relevant Documents**

21 C.C.P. §2017(a) provides that a party may obtain discovery

22 [R]egarding any matter, not privileged, that is
23 relevant to the subject matter involved in the pending
24 action ... if the matter either is itself admissible in
25 evidence or appears reasonably calculated to lead to the
26 discovery of admissible evidence. Discovery may relate to
27 the claim or defense of the party seeking discovery or any
28 other party to the action.

29 The discovery provisions are interpreted liberally, with
30 all doubt resolved in favor of permitting discovery. Colonial
31 Life & Acc. Ins. Co. v. Superior Court (1982) 31 Cal.3d 785, 790,

1 183 Cal.Rptr. 810, 813, fn. 7-8; Greyhound Corp. v. Superior
2 Court, 364 P.2d 266, 15 Cal.Rptr. 90; Davies v. Superior Court, 36
3 Cal.3d 291, 204 Cal.Rptr. 154.

4 Here, in a fraudulent conveyance action, the Church has
5 requested that Armstrong produce documents relating to his assets:
6 tangible, intangible, literary, and artistic; and the Church has
7 requested that Armstrong produce documents which relate to
8 transfers of that property to Armstrong's co-defendants. It is
9 difficult to imagine material which is more relevant to a
10 fraudulent conveyance action, or more likely to lead to the
11 discovery of admissible evidence, than these initial ten requests.

12 **D. The Requests Are Specific And Clear**

13 Armstrong also objects that the requests are "burdensome,"
14 "vague," "harassive," and "ambiguous." During meet and confer,
15 the Church asked Armstrong's counsel to identify, for each of the
16 ten requests, what he considered to be vague or unclear, and what
17 about the request presented an undue burden. Mr. Greene did not
18 respond, so the Church is left to wonder what it is about these
19 clear, specifically drawn requests that Armstrong and his counsel
20 do not understand. Each of them asks for documents concerning
21 assets which Armstrong has identified, and which Armstrong has or
22 may have conveyed to others. This is not a "burdensome" request
23 when made in the context of fraudulent conveyance litigation.

24 **E. The Requests Are Not Prohibited By Any Other Court Order**

25 Finally, Armstrong objects by claiming that an order exists
26 which prohibits discovery in this action. In fact, this Court has
27 already denied not one, but two, attempts by Armstrong to stay
28 discovery herein. The cases pending in Los Angeles are, indeed,

1 stayed while the Court of Appeal considers Armstrong's appeal of
2 the preliminary injunction which that Court granted to the Church.
3 Discovery there, however, has nothing to do with discovery here.
4 Nothing in any order of the Los Angeles court can reasonably be
5 construed to prohibit, stay or interfere with discovery here; at
6 most, the stay in those cases has put discovery therein on hold.
7 Armstrong's attempt to parlay that stay into an excuse to refuse
8 to produce documents relevant to this action is frivolous.

9
10 **IV. CONCLUSION**

11 The Church has requested that Armstrong produce documents
12 which concern the creation, sale, exploitation and transfer of
13 assets: documents which directly relate to the claims alleged in
14 the Complaint herein. In response, Armstrong has interjected a
15 lengthy series of inappropriate objections, refused to meet and
16 confer, and refused to produce a single document. Armstrong
17 should be ordered to produce all responsive documents forthwith.

18 Dated: November 23, 1993

Respectfully submitted,

19 WILSON, RYAN & CAMPILONGO

20 BY: 

21 Andrew H. Wilson

22 BOWLES & MOXON
23 Laurie J. Bartilson

24 Attorneys for PLAINTIFF
25 CHURCH OF SCIENTOLOGY
26 INTERNATIONAL
27
28

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, CA 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Los Angeles, CA 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF MARIN

18 CHURCH OF SCIENTOLOGY	)	CASE NO. 157 680
19 INTERNATIONAL, a California not-)	
20 for-profit religious corporation;	)	NOTICE OF MOTION AND MOTION
21	)	TO COMPEL PRODUCTION OF
22 Plaintiff,	)	DOCUMENTS FROM DEFENDANT
23	)	THE GERALD ARMSTRONG
24 vs.	)	CORPORATION
25)	
26 GERALD ARMSTRONG; MICHAEL WALTON;	)	DATE: January 21, 1993
27 THE GERALD ARMSTRONG CORPORATION,	)	TIME: 9:00 a.m.
28 a California for-profit	)	DEPT: 1
corporation; Does 1 through 100,)	
inclusive,)	
29	)	TRIAL DATE: None
30 Defendants.	)	DISCOVERY CUT OFF: None
31	)	MOTION CUT OFF: None

32 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

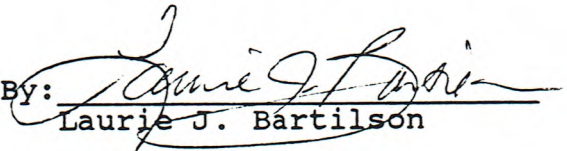
33 PLEASE TAKE NOTICE that on January 21, 1993 at 9:00 a.m. in
34 Department 1 of the above-entitled court, located at the Hall of
35 Justice, 3501 Civic Center Drive, No. 151, San Rafael,
36 California, plaintiff CHURCH OF SCIENTOLOGY INTERNATIONAL ("the
37 Church") will and does hereby move, pursuant to C.C.P. §§ 2031(1)
38 and 2023(1), for an order compelling defendant GERALD ARMSTRONG

1 CORPORATION ("Armstrong Corporation") to produce documents for
2 inspection and copying, as requested in the Church's First
3 Request for the Production of Documents By Defendant Gerald
4 Armstrong Corporation. This motion is made on the grounds that
5 defendant has refused to produce any documents in response to the
6 Church's reasonable requests, producing instead a series of
7 objections which are evasive, meritless and interjected in bad
8 faith to impede discovery. This motion is based on this notice,
9 and the accompanying memorandum of points and authorities,
10 declaration of Andrew H. Wilson, and separate statement of
11 requests in dispute.

12 Dated: November 30, 1993

Respectfully submitted,

13 BOWLES & MOXON

14
15 By: 
16 Laurie J. Bartilson

17 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

18 Attorneys for Plaintiff
19 CHURCH OF SCIENTOLOGY
20 INTERNATIONAL
21
22
23
24
25
26
27
28

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, CA 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Los Angeles, CA 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY	) CASE NO. 157 680
INTERNATIONAL, a California not-)
13 for-profit religious corporation;	) MEMORANDUM OF POINTS AND
14 Plaintiff,	) AUTHORITIES IN SUPPORT OF
	) MOTION TO COMPEL PRODUCTION
15 vs.	) OF DOCUMENTS FROM DEFENDANT
	) GERALD ARMSTRONG
	) CORPORATION
16 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION,	) DATE: January 21, 1993
17 a California for-profit	) TIME: 9:00 a.m.
corporation; Does 1 through 100,	) DEPT: 1
18 inclusive,)
)
19 Defendants.	) TRIAL DATE: None
	) DISCOVERY CUT OFF: None
	) MOTION CUT OFF: None
)

21
22 I. INTRODUCTION

23 Plaintiff Church of Scientology International ("the Church")
24 has brought this litigation as a necessary step to preserve its
25 ability to effect recovery from defendant Gerald Armstrong
26 ("Armstrong") upon receiving an award of liquidated, general, and
27 punitive damages in the two cases which it has pending against
28 these defendants in the Superior Court for the County of Los

1 Angeles, Nos. BC 052395 and BC 084642. Armstrong has sought to
2 avoid the consequences of the liquidated damages clause in the
3 1986 Settlement Agreement and of his numerous violations of that
4 Agreement by hiding his assets. To that end, he transferred his
5 real property, a house on Fawn Drive in Marin County, to his
6 friend and attorney, defendant Michael Walton. This transfer was
7 made without consideration, although the house and land were
8 apparently worth in excess of \$397,500. Further, Armstrong has
9 claimed in deposition to have substantial assets in the form of
10 manuscripts and artistic works. At least some of these assets
11 were transferred to Armstrong's alter ego, defendant Gerald
12 Armstrong Corporation (hereinafter "Armstrong Corporation").

13 The Church has sought production of documents relating to
14 the existence and conveyance of assets of defendant Armstrong
15 Corporation. These requests for production have been met with
16 meritless objections and a refusal to engage in a meaningful
17 meet-and-confer process. Consequently the Church has brought
18 this motion in accordance with C.C.P. §2030(1) to compel the
19 production of the relevant documents.

20 II. STATEMENT OF FACTS

21 The Church served Armstrong Corporation with its First
22 Request for Production of Documents [Exhibit A to Declaration of
23 Andrew Wilson], on September 16, 1993. Armstrong Corporation's
24 responses and/or objections were due on October 11, 1993, and the
25 document production was due on October 21, 1993. Armstrong
26 Corporation did not produce any documents at all. Instead, after
27 obtaining an extension of time in which to respond, it served
28 responses consisting completely of objections, on October 12,

1 1993 [Exhibit B to Declaration of Andrew Wilson]. Counsel for
2 the Church wrote to counsel for Armstrong Corporation, Ford
3 Greene, detailing the reasons why the objections were not
4 adequate and requesting that Mr. Greene respond promptly. [Wilson
5 Declaration, Ex. C.] Mr. Greene never responded to Mr. Wilson's
6 letter, and has produced no documents.

7 The requests, twenty-three in all, seek documents which are
8 directly relevant to the Church's fraudulent conveyance action.
9 They ask for documents which evidence ownership of assets, and
10 transfers of those assets, whether tangible or intangible,
11 between Armstrong Corporation and defendants Michael Walton and
12 Gerald Armstrong. These matters are directly relevant to the
13 issue of defendant Armstrong's assets and whether and how he may
14 be attempting to transfer them out of his apparent direct control
15 to avoid obligations owed to the Church.

16 In response to each request, Armstrong Corporation has
17 asserted an identical series of boilerplate objections, claiming
18 that the request violates the right to privacy, freedom of
19 religion, speech, press and association; is not calculated to
20 lead to the discovery of admissible evidence and is irrelevant;
21 violates an unspecified "order" of the Los Angeles Superior
22 Court; and is ambiguous, overbroad, vague, burdensome, and
23 "harassive."

24 III. ARGUMENT

25 A. The Requests Do Not Violate Any Privacy Rights

26 Armstrong Corporation has objected to each of the Church's
27 requests by claiming that the requests "violate the right to
28 privacy." Armstrong Corporation does not identify whose "right to

1 privacy" is allegedly violated by this request. Assuming arguendo
2 that Armstrong Corporation is attempting to assert its own
3 privacy interests, this objection is improperly interposed on
4 behalf of a corporation. "[T]he constitutional provision
5 governing rights to privacy does not apply to corporations, but
6 rather, protects privacy rights of people." Roberts v. Gulf Oil
7 Corporation (1983) 147 Cal.App.3d 770, 195 Cal.Rptr. 393, 395,
8 408.

9 Nonetheless, the objection is simply irrelevant to the
10 Church's requests. The Church, plaintiff in an action for
11 fraudulent conveyance, seeks documents relating to the ownership,
12 sale, exploitation and transfer of defendants' assets. These
13 requests in no way infringe on the right to privacy of defendants
14 or any other person.

15 Privacy rights are not absolute. The courts must balance
16 the privacy rights of persons subject to discovery against the
17 right of civil litigants to discover relevant facts and the
18 public interest in obtaining just results in litigation. Vinson
19 v. Superior Court (1987) 43 Cal.3d 833, 842, 239 Cal.Rptr. 292,
20 299; Valley Bank v. Superior Court (1975) 15 Cal.3d 652, 125
21 Cal.Rptr. 553, 555. Even very personal and confidential
22 information may have to be disclosed if "essential to a fair
23 determination of the lawsuit." Morales v. Superior Court (1979)
24 99 Cal.App.3d 283, 160 Cal.Rptr. 194.

25 **B. First Amendment Privileges Are Not Applicable To the**
26 **Requested Documents**

27 Next, Armstrong Corporation claims that the requests violate
28 a whole panoply of First Amendment rights: the rights to freedom

1 of religion, speech, association and press. These objections are
2 simply incomprehensible when interposed on behalf of a privately-
3 owned, for-profit corporation which holds no religious belief,
4 does not "associate" and does not "speak."

5 Defendant Armstrong Corporation has offered no explanation
6 as to how the Church's reasonable requests for documents relating
7 to its assets could possibly violate any person's First Amendment
8 rights. The Church seeks routine discovery of the precise claims
9 stated in its complaint: that defendant Gerald Armstrong conveyed
10 assets to his co-defendants - Michael Walton and the Gerald
11 Armstrong Corporation - and other persons so as to essentially
12 render himself judgment proof, while at the same time engaging in
13 what he admits (and in fact boasts of) were breaches of his
14 December, 1986 settlement agreement with the Church. The Church
15 has been unable to find any authority which even remotely
16 suggests that a defendant corporation may refuse to produce
17 documents relative to its assets in a fraudulent conveyance
18 action by claiming that such production would somehow violate its
19 right to freely practice a religion or "associate" with persons
20 of its choice. The Church's request that Armstrong Corporation
21 explain this unique claim of privilege and supply such authority,
22 if any exists, was met with silence. [Ex. C to Wilson Dec.]

23 **C. All Of The Requests Seek Relevant Documents**

24 C.C.P. §2017(a) provides that a party may obtain discovery

25 [R]egarding any matter, not privileged, that is
26 relevant to the subject matter involved in the pending
27 action ... if the matter either is itself admissible in
28 evidence or appears reasonably calculated to lead to the
discovery of admissible evidence. Discovery may relate to
the claim or defense of the party seeking discovery or any
other party to the action.

1 The discovery provisions are interpreted liberally, with all
2 doubt resolved in favor of permitting discovery. Colonial Life &
3 Acc. Ins. Co. v. Superior Court (1982) 31 Cal.3d 785, 790, 183
4 Cal.Rptr. 810, 813, fn. 7-8; Greyhound Corp. v. Superior Court,
5 364 P.2d 266, 15 Cal.Rptr. 90; Davies v. Superior Court, 36
6 Cal.3d 291, 204 Cal.Rptr. 154.

7 Here, in a fraudulent conveyance action, the Church has
8 requested that defendant Armstrong Corporation produce documents
9 relating to its assets and transfer of that property to and from
10 its co-defendants. It is difficult to imagine material which is
11 more relevant to a fraudulent conveyance action, or more likely
12 to lead to the discovery of admissible evidence, than these
13 initial requests.

14 **D. The Requests Are Specific And Clear**

15 Armstrong Corporation also objects that the requests are
16 "burdensome," "vague," "harassive," and "ambiguous." During meet
17 and confer, the Church asked Armstrong Corporation's counsel to
18 identify, for each of the requests, what he considered to be
19 vague or unclear, and what about the requests presented an undue
20 burden. Mr. Greene did not respond, so the Church is left to
21 wonder what it is about these clear, specifically drawn requests
22 that Armstrong Corporation and its counsel do not understand.
23 Each of the requests seeks documents concerning assets of the
24 Armstrong Corporation. This is not a "burdensome" request when
25 made in the context of fraudulent conveyance litigation.

26 **E. The Requests Are Not Prohibited By Any Other Court Order**

27 Finally, Armstrong Corporation objects by claiming that an
28 order exists which prohibits discovery in this action. In fact,

1 this Court has already denied not one, but two, attempts by
2 Armstrong to stay discovery herein. [Ex. D to Wilson Dec.] The
3 cases pending in Los Angeles are, indeed, stayed while the Court
4 of Appeal considers Armstrong's appeal of the preliminary
5 injunction which that Court granted to the Church. Discovery
6 there, however, has nothing to do with discovery here. Nothing
7 in any order of the Los Angeles court can reasonably be construed
8 to prohibit, stay or interfere with discovery here and
9 defendant's attempt to refuse to produce documents relevant to
10 this action on that basis is frivolous and without merit.

11 IV. CONCLUSION

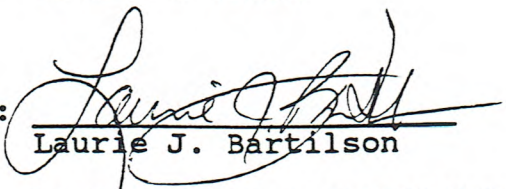
12 The Church has requested that Armstrong Corporation produce
13 relevant documents concerning the ownership, sale, exploitation
14 and transfer of assets between itself and its co-defendants. In
15 response, defendant Armstrong Corporation has claimed a bizarre
16 series of inappropriate objections, has not responded to the
17 Church's attempt to meet and confer and has not produced a single
18 document in response to the Church's requests. Armstrong
19 Corporation should be ordered to produce all documents responsive
20 to the Church's requests forthwith.

21 Dated: November 30, 1993

Respectfully submitted,

22 BOWLES & MOXON

23
24 BY:


Laurie J. Bartilson

25 WILSON, RYAN & CAMPILONGO
26 Andrew H. Wilson

27 Attorneys for PLAINTIFF
28 CHURCH OF SCIENTOLOGY
INTERNATIONAL

1 Andrew H. Wilson
2 WILSON, RYAN & CAMPILONGO
3 235 Montgomery Street
4 Suite 450
5 San Francisco, CA 94104
6 (415) 391-3900

7 Laurie J. Bartilson
8 BOWLES & MOXON
9 6255 Sunset Boulevard
10 Suite 2000
11 Los Angeles, CA 90028
12 (213) 661-4030

13 Attorneys for Plaintiff
14 CHURCH OF SCIENTOLOGY INTERNATIONAL
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF MARIN

18 CHURCH OF SCIENTOLOGY	) CASE NO. 157 680
19 INTERNATIONAL, a California not-)
20 for-profit religious corporation;	) NOTICE OF MOTION AND MOTION
21	) TO COMPEL PRODUCTION OF
22 Plaintiff,	) DOCUMENTS FROM DEFENDANTS
23	) GERALD ARMSTRONG AND
24 vs.	) MICHAEL WALTON
25)
26 GERALD ARMSTRONG; MICHAEL WALTON;	) DATE: January 21, 1994
27 THE GERALD ARMSTRONG CORPORATION,	) TIME: 9:00 a.m.
28 a California for-profit	) DEPT: 1
29 corporation; Does 1 through 100,)
30 inclusive,	) TRIAL DATE: None
31	) DISCOVERY CUT OFF: None
32 Defendants.	) MOTION CUT OFF: None
33)

34 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

35 PLEASE TAKE NOTICE that on January 21, 1993 at 9:00 a.m. in
36 Department 1 of the above-entitled court, located at Hall of
37 Justice, Civic Center, San Rafael, California 94903, plaintiff
38 CHURCH OF SCIENTOLOGY INTERNATIONAL ("the Church") will and does
39 hereby move, pursuant to C.C.P. §§ 2031(1) and 2023(1), for an
40 order compelling defendants GERALD ARMSTRONG and MICHAEL WALTON

1 to produce documents for inspection and copying, as requested in
2 the Church's Second Request for the Production of Documents By
3 Defendant Gerald Armstrong and First Request for Production of
4 Documents by Defendant Michael Walton. This motion is made on
5 the grounds that defendants Armstrong and Walton have refused to
6 produce any documents in response to the Church's reasonable
7 requests, producing instead a series of objections which are
8 evasive, meritless and interjected in bad faith to impede
9 discovery. This motion is based on this notice, and the
10 accompanying memorandum of points and authorities, declaration of
11 Andrew H. Wilson, and separate statement of requests in dispute.

12 Dated: November 30, 1993

Respectfully submitted,

13 BOWLES & MOXON

14
15 By: Laurie J. Bartilson (g)
16 Laurie J. Bartilson

17 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

18 Attorneys for Plaintiff
19 CHURCH OF SCIENTOLOGY
20 INTERNATIONAL
21
22
23
24
25
26
27
28

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, CA 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Los Angeles, CA 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY	)	CASE NO. 157 680
INTERNATIONAL, a California not-)	
13 for-profit religious corporation;	)	MEMORANDUM OF POINTS AND
	)	AUTHORITIES IN SUPPORT OF
14 Plaintiff,	)	MOTION TO COMPEL PRODUCTION
	)	OF DOCUMENTS FROM
15 vs.	)	DEFENDANTS GERALD ARMSTRONG
	)	AND MICHAEL WALTON
16)	
17 GERALD ARMSTRONG; MICHAEL WALTON;	)	DATE: January 21, 1993
THE GERALD ARMSTRONG CORPORATION,	)	TIME: 9:00 a.m.
18 a California for-profit	)	DEPT: 1
corporation; Does 1 through 100,)	
19 inclusive,)	
	)	TRIAL DATE: None
20 Defendants.	)	DISCOVERY CUT OFF: None
	)	MOTION CUT OFF: None

21
22 I. INTRODUCTION

23 Plaintiff Church of Scientology International ("the Church")
24 has brought this litigation as a necessary step to preserve its
25 ability to effect recovery from Gerald Armstrong upon receiving
26 an award of liquidated, general, and punitive damages in the two
27 cases which it has pending against defendant Armstrong in the
28

1 Superior Court for the County of Los Angeles, No. BC 052395 and
2 BC 084642. Armstrong has sought to avoid the consequences of the
3 liquidated damages clause in the 1986 Settlement Agreement and of
4 his numerous violations of that Agreement by hiding his assets.
5 To that end, he transferred his real property, a house on Fawn
6 Drive in Marin County, to his friend and attorney, defendant
7 Michael Walton. This transfer was made without consideration,
8 although the house and land were apparently worth in excess of
9 \$397,500. Further, Armstrong has claimed in deposition to have
10 substantial assets in the form of manuscripts and artistic works.
11 At least some of these assets were transferred to Armstrong's
12 alter ego, defendant Gerald Armstrong Corporation, and to
13 defendant Walton.

14 The Church has sought production of documents relating to
15 the existence and conveyance of Armstrong's assets. These
16 requests for production have been met with meritless objections
17 and a refusal to engage in a meaningful meet-and-confer process.
18 Consequently the Church has brought this motion in accordance
19 with C.C.P. §2030(1) to compel the production of the relevant
20 documents.

21 II. STATEMENT OF FACTS

22 The Church served Armstrong with its Second Request for
23 Production of Documents and Walton with its First Request for
24 Production of Documents [Exhibits A and B to Declaration of
25 Andrew Wilson], on September 16, 1993. Defendants' responses
26 and/or objections were due on October 11, 1993, and the document
27 production was due on October 21. Neither defendant produced any
28 documents. Instead, Armstrong and Walton mailed nearly identical

1 responses consisting completely of objections, Armstrong on
2 October 4, 1993, and Walton on October 11, 1993 [Exhibits C and D
3 to Declaration of Andrew Wilson]. Counsel for the Church
4 immediately contacted defendants' counsel, Ford Greene, and
5 attempted to meet and confer with him concerning the inadequacy
6 of the responses. [Declaration of Andrew Wilson, ¶ 2.]
7 Armstrong's counsel refused to discuss the responses, and
8 insisted that Mr. Wilson "write him a letter." [Id., ¶ 2.] Mr.
9 Wilson did so, detailing the reasons why the objections were not
10 adequate. [Wilson Declaration, Ex. E.] Mr. Wilson extended the
11 response time in which Armstrong could produce documents to
12 October 16, 1993 [Id.] Defendants never responded to Mr.
13 Wilson's letter, and have produced no documents.

14 The requests seek documents which are directly relevant to
15 the Church's fraudulent conveyance action. They ask for
16 documents which evidence Armstrong's assets, whether tangible or
17 intangible, and the transfer of those assets between Armstrong
18 and defendants Walton and the Gerald Armstrong Corporation.
19 These matters are directly relevant to the issue of Armstrong's
20 assets and whether and how he may be attempting to transfer them
21 out of his apparent direct control to avoid obligations owed to
22 the Church.

23 In response to each request, defendants have asserted a
24 series of identical, boilerplate objections, claiming that the
25 requests violate the right to privacy, freedom of religion,
26 speech, press and association; are not calculated to lead to the
27 discovery of admissible evidence and are irrelevant; violate an
28 unspecified "order" of the Los Angeles Superior Court; and are

1 ambiguous, overbroad, vague, burdensome, and "harassive."

2 III. ARGUMENT

3 A. The Requests Do Not Violate Any Privacy Rights

4 Defendants have objected to each of the Church's requests by
5 claiming that the requests "violate the right to privacy."

6 Privacy rights are not absolute. Where, as here, the requested
7 information is essential to a fair determination of the matters
8 in dispute, the courts must balance the privacy rights of persons
9 subject to discovery against the right of civil litigants to
10 discover relevant facts and the public interest in obtaining just
11 results in litigation. Vinson v. Superior Court (1987) 43 Cal.3d
12 833, 842, 239 Cal.Rptr. 292, 299; Valley Bank v. Superior Court
13 (1975) 15 Cal.3d 652, 125 Cal.Rptr. 553, 555. Even very personal
14 and confidential information may have to be disclosed if
15 "essential to a fair determination of the lawsuit." Morales v.
16 Superior Court (1979) 99 Cal.App.3d 283, 160 Cal.Rptr. 194.

17 Defendants do not identify whose "right to privacy" is
18 allegedly violated by the requests. Even assuming arguendo that
19 defendants are attempting to assert their own privacy interests,
20 the objection is simply irrelevant to the Church's requests. The
21 Church seeks documents relating to Armstrong's ownership, sale,
22 exploitation and transfer of assets: the very subject matter of
23 this litigation.

24 B. First Amendment Privileges Are Not Applicable To the
25 Requested Documents

26 Next, Armstrong claims that the requests violate a whole
27 panoply of his First Amendment rights: the rights to freedom of
28 religion, speech, association and press. Armstrong has offered

1 no explanation as to how the Church's reasonable requests for
2 documents relating to his assets could possibly violate any of
3 Armstrong's First Amendment rights. This action is directed at
4 Armstrong's conveyance of assets so as to essentially render
5 himself judgment proof, while at the same time engaging in what
6 he admits (and in fact boasts of) were breaches of the December,
7 1986 settlement agreement with the Church. The Church has been
8 unable to find any authority which even remotely suggests that
9 Armstrong may refuse to produce documents relative to his assets
10 in a fraudulent conveyance action by claiming that such
11 production would somehow violate his right to freely practice his
12 religion, or associate with persons of his choice. The Church's
13 request that Armstrong supply such authority, if any exists, was
14 met with silence. [Ex. C to Wilson Dec.]

15 **C. All Of The Requests Seek Relevant Documents**

16 C.C.P. §2017(a) provides that a party may obtain discovery

17 [R]egarding any matter, not privileged, that is
18 relevant to the subject matter involved in the pending
19 action ... if the matter either is itself admissible in
20 evidence or appears reasonably calculated to lead to the
discovery of admissible evidence. Discovery may relate to
the claim or defense of the party seeking discovery or any
other party to the action.

21 The discovery provisions are interpreted liberally, with all
22 doubt resolved in favor of permitting discovery. Colonial Life &
23 Acc. Ins. Co. v. Superior Court (1982) 31 Cal.3d 785, 790, 183
24 Cal.Rptr. 810, 813, fn. 7-8; Greyhound Corp. v. Superior Court,
25 364 P.2d 266, 15 Cal.Rptr. 90; Davies v. Superior Court, 36
26 Cal.3d 291, 204 Cal.Rptr. 154.

27 The Church has brought an action for fraudulent conveyance
28 against Armstrong, Walton and their co-defendants and has

1 requested that defendants produce documents relating to the
2 existence of Armstrong's assets (tangible, intangible, literary,
3 and artistic) and the transfers of that property to Armstrong's
4 co-defendants. The requested documents are directly relevant to
5 the issues of an action for fraudulent conveyance and are highly
6 likely to lead to the discovery of admissible evidence in this
7 action.

8 **D. The Requests Are Specific And Clear**

9 Defendants also object that the requests are "burdensome,"
10 "vague," "harassive," and "ambiguous." During meet and confer,
11 the Church asked Armstrong's counsel to identify, for each of the
12 seventeen requests, what he considered to be vague or unclear,
13 and what about each request presented an undue burden. Mr.
14 Greene did not respond, so the Church is left to wonder what it
15 is about these clear, specifically drawn requests that Armstrong
16 and his counsel do not understand. Each of them asks for
17 documents concerning assets which Armstrong has identified, and
18 which Armstrong has or may have conveyed to others. This is not
19 a "burdensome" request when made in the context of fraudulent
20 conveyance litigation.

21 **E. The Requests Are Not Prohibited By Any Other Court Order**

22 Finally, defendants object by claiming that an order exists
23 which prohibits discovery in this action. In fact, this Court
24 has already denied not one, but two, attempts by Armstrong and
25 Walton to stay discovery herein. [Ex. F to Wilson Dec.] The
26 cases pending in Los Angeles are, indeed, stayed while the Court
27 of Appeal considers Armstrong's appeal of the preliminary
28 injunction which that Court granted to the Church. Discovery

1 there, however, has nothing to do with discovery here. Nothing
2 in any order of the Los Angeles court can reasonably be construed
3 to prohibit, stay or interfere with discovery here; at most, the
4 stay in those cases has put discovery therein on hold.

5 Defendants' attempt to parlay that stay into an excuse to refuse
6 to produce documents relevant to this action is frivolous.

7
8 IV. CONCLUSION

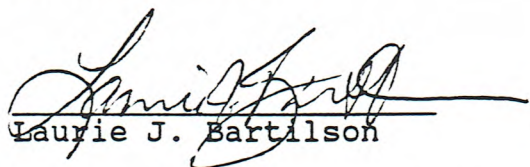
8 The Church has requested that defendants Armstrong and
9 Walton produce documents which concern the ownership, sale,
10 exploitation and transfer of assets: documents which directly
11 relate to the claims alleged in the Complaint herein. In
12 response, defendants have interjected a lengthy series of
13 inappropriate objections, failed to meet and confer, and refused
14 to produce a single document. Defendants should be ordered to
15 produce all responsive documents forthwith.

16 Dated: November 30, 1993

Respectfully submitted,

17 BOWLES & MOXON

18
19 BY:


Laurie J. Bartilson

20
21 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

22 Attorneys for PLAINTIFF
23 CHURCH OF SCIENTOLOGY
24 INTERNATIONAL

25
26 H:\ARMFRAUD\GAWALT.MTC

1 WILLIAM R. BENZ, ESQ. #037376
2 900 Larkspur Landing Circle, Suite 185
3 Larkspur, California 94939
4 Telephone: (415)461-6633

5 SPECIAL REFEREE

6
7 SUPERIOR COURT OF CALIFORNIA
8 COUNTY OF MARIN
9

10 CHURCH OF SCIENTOLOGY
11 INTERNATIONAL, a California not-for-
12 profit religious corporation,

13 Plaintiff,

14 vs.

15 GERALD ARMSTRONG, MICHAEL
16 WALTON, THE GERALD ARMSTRONG
17 CORPORATION, a California not-for-
18 profit corporation, et al.,

19 Defendants.

No. 157680

REPORT AND RECOMMENDATION
OF DISCOVERY REFEREE WITH
PROPOSED ORDER RE PLAINTIFF'S
MOTION FOR PROTECTIVE ORDER
RE INTERROGATORIES and ORDER

Hearing Date: 3/9/95
Trial Date: 5/18/95

20 ORDER OF REFERENCE

21 This court has appointed the undersigned, WILLIAM R. BENZ, as Special
22 Referee in this action for the purpose of supervising, hearing, and determining any and all
23 motions and disputes relating to discovery.

24 HEARING

25 A hearing was held on March 9, 1995 at the office of William R. Benz. Present
26 were Laurie Bartilson, Esq. on behalf of plaintiff and Gerald Armstrong, in pro per and
27 on behalf of the Gerald Armstrong Corporation, defendants. The hearing was reported.

28 ///

///

///

1
2 **MATTER CONSIDERED AND DECIDED**

3 The matter considered and decided was plaintiff's motion for a protective order
4 regarding answering the 1150 special interrogatories propounded by defendant Gerald
5 Armstrong to plaintiff.

6 **FINDINGS**

7 The Special Referee finds:

8 (1) That there is no declaration attached to the 1150 special interrogatories and
9 that any special interrogatories in excess of 35 should be disallowed.

10 (2) That Gerald Armstrong has not carried his burden under Code of Civil
11 Procedure section 2030 (c)(2)(c) of showing that the interrogatories in excess of 35 were
12 justified.

13 (3) That none of the 1150 interrogatories is relevant to the subject matter of
14 the action nor reasonably calculated to lead to the discovery of admissible evidence. This
15 finding is based in part upon the fact that issues to which the interrogatories may have
16 been relevant have been removed from the case by court rulings on summary
17 adjudication.

18 (4) That plaintiff has withdrawn its request for sanctions against Ford Greene
19 who is no longer counsel for defendants Gerald Armstrong and the Gerald Armstrong
20 Corporation and did not oppose this motion for a protective order.

21 (5) That plaintiff is entitled to sanctions against Gerald Armstrong in the sum
22 of \$500.00 under the provisions of Code of Civil Procedure section 2030(e)(7). All other
23 requests for sanctions should be denied.

24 (6) That the fees for the Special Referee continue to be divided equally among
25 the parties as follows: Church of Scientology to pay one-third; Gerald Armstrong to pay
26 one-third; Michael Walton to pay one-third.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECOMMENDATIONS

The Special Referee recommends that the Court make the order set forth below.

Dated: March 22, 1995

Respectfully submitted,



WILLIAM R. BENZ

PROPOSED ORDER

Having considered the above report of the Special Referee and good cause appearing,

IT IS ORDERED

1. The Report of the Special Referee is adopted.
2. The motion of plaintiff Church of Scientology, International for a protective order as to the 1150 special interrogatories is granted, and plaintiff need not respond to said interrogatories.
3. Defendant Gerald Armstrong shall pay the sum of Five Hundred Dollars (\$500.00) to plaintiff Church of Scientology International as sanctions under Code of Civil Procedure section 2030(e)(7). Any other request for sanctions is denied.
4. Fees of the Special Referee shall continue to be divided among the parties as follows: Church of Scientology to pay one-third; Gerald Armstrong to pay one-third; Michael Walton to pay one-third.

Dated: _____

GARY W. THOMAS
JUDGE OF THE SUPERIOR COURT

1
2 **PROOF OF SERVICE BY MAIL**

3 I am employed in the County of Marin. I am over the age of eighteen years and
4 not a party to the within action; my business address is 900 Larkspur Landing Circle, Suite
5 185, Larkspur, California 94939.

6 On March 22, 1995 I served the within REPORT AND RECOMMENDATION
7 OF DISCOVERY REFEREE WITH PROPOSED ORDER RE PLAINTIFF'S
8 MOTION FOR PROTECTIVE ORDER RE INTERROGATORIES and ORDER in
9 said action by placing a true copy thereof enclosed in a sealed envelope with postage
10 thereon fully prepaid, in the United States mail at Larkspur, Marin County, California,
11 addressed as follows:

12 Laurie Bartilson, Esq.
13 Bowles & Moxon
14 6255 Sunset Blvd., Suite 2000
Hollywood, CA 90028

15 Gerald Armstrong
16 715 Sir Frances Drake Blvd.
San Anselmo, CA 94960

17 Michael Walton, Esq.
18 Attorney at Law
P. O. Box 751
San Anselmo, CA 94960

19
20
21
22
23
24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Dated: March 22, 1995

27 
28 KATHY DUSTON NAGEL

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Date: August 16, 1994

Honorable DAVID A. HOROWITZ

, Judge
, Deputy Sheriff
, C.S.L.S. ROBLES
LINDA NISHIMOTO #9147, Deputy Clerk
, Reporter
, E/R Monitor

2 C. AGUIRRE

BC052395

(Parties and Counsel checked if present)

CHURCH OF SCIENTOLOGY, ETC

Counsel for
PlaintiffMICHAEL LEE HERTZBERG (x)
LAURIE J. BARTILSON (x)

VS

GERALD ARMSTRONG, ET AL

Counsel for
Defendant

FORD GREENE (x)

NO LEGAL FILE

NATURE OF PROCEEDINGS:

MOTION BY CROSS-DEFENDANT, CHURCH OF SCIENTOLOGY INTERNATIONAL, FOR SUMMARY ADJUDICATION OF THE SECOND AND THIRD CAUSES OF ACTION OF THE CROSS-COMPLAINT;

Motion for Summary Adjudication of a Cause of Action (SACA) GRANTED. No triable issues of material facts. The 2nd and 3rd Causes of Action have no merit. CCP 437c(f)(1).

3rd Cause of Action - Breach of Contract.

Undisputed Facts: #1-9, essentially Undisputed, Cross-Defendant has accurately described the provisions of the Agreement; #10, not sufficiently disputed, Undisputed; #11, Undisputed; #12, no sufficiently disputed, Undisputed; #13, Undisputed; #14, Undisputed; #15, not sufficiently disputed, Undisputed; #16, Undisputed.

The Agreement terms are clear and unambiguous. Cross-Complainant understood the terms and signed it. The duties and obligations of the Agreement are clearly stated. "Mutuality" and "reciprocal" duties cannot be read into the unambiguous terms of the Agreement.

There are no provisions in the Agreement prohibiting the Cross-Defendant from referring to Cross-Complainant with the press or in legal pleadings or declarations. Cross-Complainant's beliefs as to what the Agreement should have said, it's validity, or what his attorney said or did to him are not relevant. The Agreement itself acknowledges that no agreements or understandings have been made among the parties aside from those set forth in the Agreement.

2nd Cause of Action - Abuse of Process.

Undisputed Facts: #17, not sufficiently disputed, Undisputed; #18, not sufficiently disputed, Undisputed; #19, Disputed; #20, Disputed, not material; #21, not sufficiently disputed, Undisputed; #22, Undisputed; #23, Disputed as to time discovered by Church counsel; #24,

Page 1 of 3 Pages

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Date: August 16, 1994

Honorable DAVID A. HOROWITZ

, Judge
, Deputy Sheriff
, C.S.L.S. ROBLES
LINDA NISHIMOTO #9147, Deputy Clerk
, Reporter
, E/R Monitor

2a C. AGUIRRE

BC052395

(Parties and Counsel checked if present)

CHURCH OF SCIENTOLOGY, ETC

Counsel for
PlaintiffMICHAEL LEE HERTZBERG (x)
LAURIE J. BARTILSON (x)

VS

GERALD ARMSTRONG, ET AL

Counsel for
Defendant

FORD GREENE (x)

NO LEGAL FILE

NATURE OF PROCEEDINGS:

disputed as to motivation, otherwise Undisputed; #25, not sufficiently disputed, Undisputed; #26, Undisputed; #27, disputed as to word "further", otherwise Undisputed; #28, Disputed, but not material; #29, Undisputed; #30, Undisputed that Marin Court granted a motion to Transfer; #31, Undisputed, except for term "irreparably harmed; #32, Undisputed; #33, Undisputed; #34, not sufficiently disputed, Undisputed; #35, Undisputed.

A One Year Statute of Limitations applies to an Abuse of Process cause of action. Code of Civil Procedure Section 340. Conduct allegedly occurring prior to July 22, 1991 is precluded by the one year Statute. Conduct alleged in paragraphs 13-24, 26 and 27, 29 and 30, 33-38, 40, 43-48 and para 57 are alleged to have occurred before 7/22/91 and are time barred.

The alleged conduct constituting "abuse of process" contained in paragraphs 49, 51, 52 and 55 does not constitute such abuse of process. That is, there are no allegations concerning the abuse of court process which constitutes a cause of action.

Communications with "some relation" to judicial proceedings have been absolutely immune from tort liability by the privilege codified as section 47(b). Albertson v. Raboff.

The alleged conduct of bringing suit, contained in paragraphs 53 and 54, is not sufficient to state a cause of action for "abuse of process. The filing or maintaining of a lawsuit cannot support a claims for abuse of process. The filing of a suit to enforce the Settlement Agreement cannot support claims for abuse of process.

The conduct alleged in para 50, ie, the filing of a complaint and the use of a declaration speaking of Cross-Complainant, does not constitute abuse of process and is privileged.

Paragraph 52 alleged conduct relating to declarations filed in a case in which the Cross-Complainant is not a party. Such conduct does not constitute abuse of process and is privileged.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Date: August 16, 1994

Honorable DAVID A. HOROWITZ, Judge
2b C. AGUIRRE, Deputy Sheriff
C.S.L.

S. ROBLES
LINDA NISHIMOTO #9147

, Deputy Clerk
, Reporter
, E/R Monitor

BC052395

(Parties and Counsel checked if present)

CHURCH OF SCIENTOLOGY, ETC

Counsel for
Plaintiff

MICHAEL LEE HERTZBERG (x)
LAURIE J. BARTILSON (x)

VS

GERALD ARMSTRONG, ET AL

Counsel for
Defendant

FORD GREENE (x)

NO LEGAL FILE

NATURE OF PROCEEDINGS:

MOTION FOR SUMMARY ADJUDICATION OF SECOND AND THIRD CAUSES OF ACTION OF
THE CROSS-COMPLAINT OF GERALD ARMSTRONG, GRANTED.

David A. Horowitz

DAVID A. HOROWITZ, JUDGE

This is the order called for by Code of Civil Procedure Section 437c(f)
and Code of Civil Procedure Section 437c(g). No other written order is
required.

A copy of this order is sent this date via U.S. Mail addressed as
follows:

MICHAEL LEE HERTZBERG
ATTORNEY AT LAW
740 BROADWAY 5TH FL
NEW YORK NY 10003

LAURIE J. BARTILSON
BOWLES & MOXON
6255 SUNSET BLVD STE 2000
HOLLYWOOD CA 90028

FORD GREENE
HUB LAW OFFICES
711 SIR FRANCIS DRAKE BLVD
SAN ANSELMO CA 94960

SUPERIOR COURT, MARIN COUNTY, CALIFORNIA
CIVIL CALENDAR AND MINUTES

RUINGS

DATE: FRIDAY, MARCH 25, 1994 TIME: 9:00 REPORTER: E. PASSARIS
OPPOSITION DUE: 3/18/94 JUDGE: GARY W. THOMAS CLERK: J. BANKSON
REPLY DUE: 3/23/94 DEPT. NO. 1 COMPLETED: _____

CASE NO.	TITLE OF ACTION	PROCEEDING	ATTORNEY
----------	-----------------	------------	----------

12) 157680	CHURCH OF SCIENTOLOGY INTERNATIONAL V GERALD ARMSTRONG, ET AL		
------------	--	--	--

PLAINTIFF'S FAILURE TO TAB ITS EXHIBITS ON THE COURT'S COPY AS REQUIRED BY LOCAL RULE 2.03B INCREASED THE COURT'S BURDEN IN ANALYZING THE DEMURRER. PLAINTIFF'S SHALL PAY SANCTIONS IN THE AMOUNT OF \$49 TO THE CLERK OF THE COURT WITHIN 10 DAYS FOR ITS FAILURE TO COMPLY WITH LOCAL RULES. (CAL. RULES OF COURT, RULE 227.)

THE DEMURRER TO THE FIRST AMENDED CROSS-COMPLAINT IS SUSTAINED. AS TO THE FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF, CROSS-COMPLAINANT SEEKS A DECLARATION OF ISSUES WHICH WILL BE DETERMINED IN THE LOS ANGELES SUPERIOR COURT ACTIONS (ENFORCEABILITY OF SETTLEMENT CONTRACT) OR IN THE UNDERLYING COMPLAINT (ABILITY OF PLAINTIFF TO RECOVER UNDER THE UNIFORM FRAUDULENT TRANSFER ACT). (SEE CALIFORNIA INS. GUARANTEE ASSN. V. SUPERIOR COURT (1991) 231 CAL.APP.3D 1617, 1623-1624.) AS TO THE SECOND CAUSE OF ACTION FOR ABUSE OF PROCESS, CROSS-COMPLAINANT FAILS TO ALLEGE ANY "WILFUL ACT IN THE USE OF THE PROCESS NOT PROPER IN THE REGULAR CONDUCT OF THE PROCEEDING." (SEE OREN ROYAL OAKS VENTURE V. GREENBERG, BERNHARD, WEISS & KARMA, INC. (1986) 42 CAL.3D 1157, 1168.) ALL OF THE ALLEGATIONS REGARDING PLAINTIFF'S PURSUIT OF THIS LITIGATION GO TO THE FIRST ELEMENT OF THE CAUSE OF ACTION, "ULTERIOR PURPOSE." (ID.) CROSS-COMPLAINANT SHALL HAVE 20 DAYS' LEAVE TO AMEND TO STATE A CAUSE OF ACTION, IF HE CAN.

A. WILSON

54-0938

953-3351

F 456-5318

SUPERIOR COURT, MARIN COUNTY, CALIFORNIA
CIVIL CALENDAR AND MINUTES

RULINGS

DATE: FRI. JUNE 17, 1994 TIME: 9:00 REPORTER: J. KNETZGER
 OPPOSITION DUE: 6/10/94 JUDGE: GARY W. THOMAS CLERK: J. BENASSINI
 REPLY DUE: 6/15/94 DEPT. NO. 1 COMPLETED: _____

CASE NO.	TITLE OF ACTION	PROCEEDING	ATTORNEY
18) 157680	CHURCH OF SCIENTOLOGY INTL. V GERALD ARMSTRONG, ET AL	463-4395	

THE DEMURRER TO THE SECOND AMENDED CROSS-COMPLAINT ON THE GROUND OF FAILURE TO STATE FACTS SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION IS OVERRULED. THE COURT AGREES THAT THE MAJORITY OF THE ALLEGATIONS ARE INSUFFICIENT AS WILL BE SHOWN BELOW. HOWEVER, TWO ALLEGATIONS SURVIVE CROSS-DEFENDANT'S CHALLENGE. IN PARAGRAPH 69, CROSS-COMPLAINANT ALLEGES THE FILING OF A FALSE DECLARATION IN A FEDERAL DISTRICT COURT ACTION. CONTRARY TO CROSS-DEFENDANT'S ARGUMENT, IT CANNOT BE DETERMINED FROM THE FACE OF THE COMPLAINT OR JUDICIALLY NOTICED MATTERS THAT THE ABSOLUTE JUDICIAL PRIVILEGE APPLIES. ALTHOUGH CROSS-DEFENDANT PROVIDES A COPY OF THE DECLARATION, THE COURT CANNOT NOTICE THE TRUTH OF STATEMENTS MADE IN THAT DECLARATION. (SEE *SOSINSKY V. GRANT* (1992) 6 CAL.APP.4TH 1548, 1564.) EVEN IF THE COURT COULD JUDICIALLY NOTICE THE TRUTH OF THE DECLARATION, CROSS-DEFENDANT HAS FAILED TO SHOW HOW STATEMENTS ABOUT CROSS-COMPLAINANT, A NON-PARTY TO THAT ACTION, WERE MADE TO ACHIEVE THE OBJECTS OF THE LITIGATION OR WERE RELEVANT OR CONNECTED. IN PARAGRAPH 73, CROSS-COMPLAINANT ALLEGES USE OF THE DISCOVERY PROCESS TO OBTAIN INFORMATION FOR IMPROPER PURPOSES. CROSS-DEFENDANT'S PRIVILEGE ARGUMENT FAILS IN THAT THE ALLEGATION DOES NOT INVOLVE COMMUNICATION. THE ALLEGATIONS SUPPORTS A CLAIM OF ABUSE OF PROCESS. (SEE *YOUNGER V. SOLOMON* (1974) 38 CAL.APP.3D 289, 296-298.) THE REMAINING ALLEGATIONS ARE DEFICIENT AS FOLLOWS:

§59 - CONCLUSORY

§§60-62 - BACKGROUND ALLEGATIONS. OTHERWISE BARRED BY STATUTE OF LIMITATIONS. (*KAPPEL V. BARTLETT* (1988) 200 CAL.APP.3D 1457, 1467.)

§§64-67 - NO USE OF "PROCESS." ALLEGATIONS DO NOT SHOW ACTION TAKEN PURSUANT TO JUDICIAL AUTHORITY OR WITH REFERENCE TO THE POWER OF THE COURT. (SEE *ADAMS V. SUPERIOR COURT* (1992) 2 CAL.APP.4TH 521, 530.)

§68 - NO ACTION TAKEN AGAINST CROSS-COMPLAINANT.

§69 (ALLEGATION RE: PURSUIT OF LIQUIDATED DAMAGES) - MERE MAINTENANCE OF LAWSUIT FOR IMPROPER PURPOSE IS NOT AN ABUSE OF PROCESS. (*OREN ROYAL OAKS VENTURE V. GREENBERG, BERNHARD, WEISS & KARMA, INC.* (1986) 42 CAL.3D 1157, 1169.)

(CONTINUED ON PAGE 5-8-1.)

ERIOR COURT, MARIN COUNTY, CALIFORNIA
CIVIL CALENDAR AND MINUTES

RULINGS

DATE: FRI. JUNE 17, 1994 TIME: 9:00 REPORTER: J. KNETZGER
OPPOSITION DUE: 6/10/94 JUDGE: GARY W. THOMAS CLERK: J. BENASSINI
REPLY DUE: 6/15/94 DEPT. NO. 1 COMPLETED: _____

CASE NO.	TITLE OF ACTION	PROCEEDING	ATTORNEY
18) 157680	CONTINUED: CHURCH OF SCIENTOLOGY V. ARMSTRONG		

¶70-72 - NO USE OF "PROCESS."

¶73 (ALLEGATION RE: REFUSAL TO ACKNOWLEDGE PROOF) - NO USE OF "PROCESS."

¶74 - PURSUIT OF LITIGATION FOR IMPROPER PURPOSE NOT AN ABUSE OF PROCESS. (OREN ROYAL OAKS VENTURE, SUPRA, 42 CAL.3D AT 1169.)

THE DEMURRER ON THE GROUND OF ANOTHER ACTION PENDING IS OVERRULED. THE CLAIMS IN THIS ACTION ARE NOT IDENTICAL TO THOSE IN THE LOS ANGELES ACTIONS IN THAT THE CLAIMS IN THIS ACTION INVOLVE CROSS-DEFENDANT'S CONDUCT IN THIS ACTION, NOT THE LOS ANGELES ACTIONS.

THE MOTION TO STRIKE IS GRANTED AS TO PARAGRAPHS 9 THROUGH 54. THOSE ALLEGATIONS ARE BACKGROUND AND ARE NOT ESSENTIAL TO THE STATEMENT OF CROSS-COMPLAINANT'S ABUSE OF PROCESS CLAIM. (CODE CIV. PROC., § 431.10.)

TOTAL P.02

TOTAL P.03
PAGE.03

SUPERIOR COURT, MARIN COUNTY, CALIFORNIA

PAGE: 7A

LAW & MOTION, CIVIL CALENDAR

RULINGS

TIME: 9:00 A.M.
1

DATE: SEPTEMBER 9, 1994

DEPT:

JUDGE: GARY W. THOMAS

REPORTER: E. PASSARIS

CLERK: J. BENASSINI

CASE NO: 157680

TITLE OF ACTION: CHURCH OF SCIENTOLOGY V. ARMSTRONG

CHURCH OF SCIENTOLOGY'S MOTION FOR SUMMARY JUDGMENT

THE MOTION OF PLAINTIFF/CROSS-DEFENDANT CHURCH OF SCIENTOLOGY ("CHURCH") FOR SUMMARY JUDGMENT ON THE CROSS-COMPLAINT OF GERALD ARMSTRONG ("ARMSTRONG") IS GRANTED.

ARMSTRONG FILED MANY OF HIS OPPOSITION PAPERS THREE DAYS LATE (DUE 8/26, FILED 8/29). THE COURT HAS CONSIDERED THE LATE FILED PAPERS. HOWEVER, ARMSTRONG SHALL PAY SANCTIONS IN THE AMOUNT OF \$49, PAYABLE TO THE CLERK OF THE COURT WITHIN 10 DAYS.

ARMSTRONG'S CLAIM BASED ON THE MISCAVIGE DECLARATION IS BARRED BY THE ABSOLUTE JUDICIAL PRIVILEGE OF CIVIL CODE SECTION 47, SUBDIVISION (b). THE DECLARATION WAS PROVIDED IN A JUDICIAL PROCEEDING. (SEE SECOND AMENDED CROSS-COMPLAINT, ¶69.) THE COMMUNICATION WAS MADE BY A PARTICIPANT AUTHORIZED BY LAW. (UNDISPUTED FACT 7.) CONTRARY TO ARMSTRONG'S ARGUMENT, THE COMMUNICATION WAS MADE "TO ACHIEVE THE OBJECTS OF THE LITIGATION" AND HAS "SOME CONNECTION OR LOGICAL RELATION TO THE ACTION." (SEE UNDISPUTED FACTS 4 AND 5.) ARMSTRONG ATTEMPTS TO RAISE A TRIABLE ISSUE BY SHOWING THAT THE MISCAVIGE DECLARATION WAS SUBMITTED IN CONNECTION WITH A DISCOVERY RELATED MATTER WHILE THE YOUNG DECLARATION WAS SUBMITTED IN CONNECTION WITH A SUMMARY JUDGMENT MOTION. THIS EVIDENCE IS NOT SUFFICIENT TO RAISE A TRIABLE ISSUE. FIRST, ARMSTRONG CITES NO EVIDENCE SHOWING THE CONTEXT IN WHICH YOUNG'S DECLARATION WAS SUBMITTED. SECOND, AND MORE IMPORTANTLY, "PROCEEDING" IS NOT LIMITED TO THE PARTICULAR ISSUE BEFORE THE COURT AT THAT MOMENT. (SEE RADER V. THRASHER (1972) 22 CAL.APP.3D 883, 889.) THE STATEMENTS BY MISCAVIGE GO TO ARMSTRONG'S MOTIVES AND CREDIBILITY IN TESTIFYING AS TO THE MATTERS SET FORTH IN THE NARRATIVE STATEMENT. (SEE UNDISPUTED FACT 5.) THUS, THERE IS "SOME CONNECTION" TO THE FISHMAN ACTION, AND BY ITS ACTION IN SUBMITTING THE DECLARATION, CHURCH IS CLEARLY TRYING TO ACHIEVE AN OBJECT OF THE LITIGATION BY HAVING THE TRIER OF FACT NOT BELIEVE ARMSTRONG.

ARMSTRONG'S CLAIM BASED ON MISUSE OF FINANCIAL RECORDS OBTAINED THROUGH DISCOVERY FAILS. CHURCH'S EVIDENCE SHOWS THAT IT USED THE FINANCIAL RECORDS ONLY TO PREPARE FOR TRIAL IN THIS ACTION. (FACT 17, CITING EXS. 3 AND 4.) ARMSTRONG'S EFFORTS TO RAISE A TRIABLE ISSUE FAIL.

(CONTINUED TO PAGE 7A-1)

SUPERIOR COURT, MARIN COUNTY, CALIFORNIA
LAW & MOTION, CIVIL CALENDAR
RULINGS

PAGE: 7A-1

TIME: 9:00 A.M. DATE: SEPTEMBER 9, 1994 DEPT: 1
JUDGE: GARY W. THOMAS REPORTER: E. PASSARIS CLERK: J. BENASSINI
CASE NO: 157680 TITLE OF ACTION: CHURCH OF SCIENTOLOGY V. ARMSTRONG

8) FIRST, HIS ATTEMPT TO SHOW A VIOLATION OF A PROTECTIVE ORDER IS NOT SUFFICIENT IN THAT IT DOES NOT SHOW ANY EFFORTS BY CHURCH TO "ACCOMPLISH[] ...AN IMPROPER PURPOSE" OR TO "OBTAIN AN UNJUSTIFIABLE COLLATERAL ADVANTAGE" (I.E., NO "USE" OF THE DISCOVERY DOCUMENTS). (YOUNGER V. SOLOMON (1974) 38 CAL.APP.3D 289, 297.) SECOND, HIS EVIDENCE REGARDING THE DOCUMENT TITLED "WHO IS GERALD ARMSTRONG?" IS NOT SUFFICIENT IN THAT IT DOES NOT SHOW THAT ANY STATEMENT IN THAT DOCUMENT WAS BASED ON HIS PERSONAL FINANCIAL INFORMATION. IN FACT, EVERY STATEMENT IN THE DOCUMENT WAS CONTAINED IN CHURCH'S ORIGINAL COMPLAINT. (COMPARE EX. 1N, P. 4 WITH COMPLAINT ¶¶ 2 AND 39.)

ARMSTRONG'S MOTION FOR SUMMARY JUDGMENT/ADJUDICATION

ARMSTRONG'S MOTION FOR SUMMARY JUDGMENT OR, ALTERNATIVELY, SUMMARY ADJUDICATION ON CHURCH'S COMPLAINT IS DENIED. FIRST, CHURCH BRINGS THIS ACTION UNDER CIVIL CODE SECTION 3439.04, NOT 3439.05 (SEE COMPLAINT ¶¶ 29-31, 36-38); THUS, PROOF OF INSOLVENCY IS NOT REQUIRED. SECOND, THE TRUTH OR FALSITY OF ARMSTRONG'S RELIGIOUS BELIEFS ARE NOT RELEVANT IN DETERMINING, FOR EXAMPLE, WHETHER ARMSTRONG RECEIVED "REASONABLY EQUIVALENT" CONSIDERATION AND WHETHER HE KNEW OR SHOULD HAVE KNOWN HE WOULD INCUR A DEBT TO CHURCH BEYOND HIS ABILITY TO PAY. (§ 3439.04, SUBD. (b).) THIRD, THIS ACTION DOES NOT REQUIRE THE COURT TO ESTABLISH ANY RELIGION. THE RELIGIOUS BELIEFS OF THE PARTIES ARE IRRELEVANT IN DETERMINING THE ISSUES IN THIS ACTION.

TOTAL P.02
PAGE.02

4997897

SEP 08 '94 14:27

1 Andrew H. Wilson SBN 063209
 2 WILSON, RYAN & CAMPILONGO
 3 235 Montgomery Street
 Suite 450
 4 San Francisco, California 94104
 (415) 391-3900
 TELEFAX: (415) 954-0938

5 Laurie J. Bartilson SBN 139220
 BOWLES & MOXON
 6 6255 Sunset Boulevard, Suite 2000
 Hollywood, CA 90028
 7 (213) 463-4395
 TELEFAX: (213) 953-3351

8 Attorneys for Plaintiff
 9 CHURCH OF SCIENTOLOGY
 INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY
 13 INTERNATIONAL, a California not-
 14 for-profit religious corporation,

15 Plaintiff,

16 vs.

17
 18
 19 GERALD ARMSTRONG; DOES 1 through
 20 25, inclusive,

21 Defendants.
 22

) CASE NO. 157 680
)
) [PROPOSED] ORDER
) CONCERNING MOTIONS FOR
) SUMMARY JUDGMENT

) TRIAL DATE: September 29,
) 1994

FILED

OCT 25 1994

HOWARD HANSON
 MARIN COUNTY CLERK
 BY: E. Kacwiel Deputy

RECEIVED

SEP 15 1994

HUB LAW OFFICES

1 This matter came on for hearing on September 9, 1994, on
2 motion of plaintiff Church of Scientology International
3 ("Church") for Summary Judgment on Gerald Armstrong's Cross-
4 complaint, and on motion of defendant, Gerald Armstrong
5 ("Armstrong") for Summary Judgment or, alternatively, Summary
6 Adjudication on the Church's Complaint. Church appeared by its
7 attorneys, Andrew H. Wilson of Wilson, Ryan & Campilongo and
8 Laurie J. Bartilson of Bowles & Moxon, Armstrong appeared by his
9 attorney, Ford Greene. Having read and considered the moving and
10 opposing papers, and the evidence and arguments presented therein
11 and at the hearing, and good cause appearing:

12 IT IS ORDERED:

13 1. The motion of plaintiff/Cross-defendant Church of
14 Scientology International for summary judgment on the cross-
15 complaint of Gerald Armstrong is GRANTED.

16 2. Armstrong's claim based on the Miscavige declaration is
17 barred by the absolute judicial privilege of Civil Code Section
18 47, Subdivision (b). The declaration was provided in a judicial
19 proceeding. (See Second Amended Cross-Complaint, ¶69.) The
20 communication was made by a participant authorized by law
21 (Undisputed Fact 7). Contrary to Armstrong's argument, the
22 communication was made "to achieve the objects of the litigation:
23 and has "some connection or logical relation to the action." (See
24 Undisputed Facts 4 and 5.) Armstrong attempts to raise a triable
25 issue of fact by showing that the Miscavige declaration was
26 submitted in connection with a discovery related matter while the
27 Young declaration was submitted in connection with a summary
28 judgment motion. This evidence is not sufficient to raise a

1 triable issue. First, Armstrong cites no evidence showing the
2 context in which Young's declaration was submitted. Second, and
3 more importantly, "proceeding" is not limited to the particular
4 issue before the court at that moment. (See Radar v. Thrasher
5 (1972) 22 Cal.App.3d 883, 889.) The statements by Miscavige go
6 to Armstrong's motives and credibility in testifying as to the
7 matters set forth in the narrative statement. (See Undisputed
8 Fact 5.) Thus, there is "some connection" to the Fishman action,
9 and by its action in submitting the declaration, Church is
10 clearly trying to achieve an object of the litigation by having
11 the trier of fact not believe Armstrong.

12 3. Armstrong's claim based on misuse of financial records
13 obtained through discovery fails. Church's evidence shows that
14 it used the financial records only to prepare for trial in this
15 action. (Fact 17, citing Exhibits 3 and 4.) Armstrong's efforts
16 to raise a triable issue fail. First, his attempt to show a
17 violation of a protective order is not sufficient in that it does
18 not show any efforts by Church to "accomplish[] . . . an improper
19 purpose" or to "obtain an unjustifiable collateral advantage"
20 (i.e., no "use" of the discovery documents). (Younger v. Solomon
21 (1974) 38 Cal.App.3d 289, 297.) Second, his evidence regarding
22 the document titled "Who is Gerald Armstrong?" is not sufficient
23 in that it does not show that any statement in that document was
24 based on his personal financial information. In fact, every
25 statement in the document was contained in Church's original
26 complaint. (Compare Exhibit 1(N), p. 4 with Complaint, ¶¶ 2 and
27 39.)

28 4. Armstrong's motion for summary judgment or,

1 alternatively, summary adjudication on Church's complaint is
2 DENIED. First, Church brings this action under Civil Code
3 Section 3439.04, not 3439.05 (See Complaint ¶¶ 29-31, 36-38);
4 thus, proof of insolvency is not required. Second, the truth or
5 falsity of Armstrong's religious beliefs are not relevant in
6 determining, for example, whether Armstrong received "reasonably
7 equivalent" consideration and whether he knew or should have
8 known he would incur a debt to Church beyond his ability to pay.
9 (§ 3439.04, Subd. (b).) Third, this action does not require the
10 court to establish any religion. The religious beliefs of the
11 parties are irrelevant in determining the issues in this action.

12 5. Armstrong filed many of his opposition papers three
13 days late (due 8/26, filed 8/29). The court has considered the
14 late filed papers. However, Armstrong shall pay sanctions in the
15 amount of \$49, payable to the clerk of the court within 10 days.

16 Dated: ^{Oct}September 20, 1994

17
18 GARY W. THOMAS

19 GARY W. THOMAS
Judge of the Superior Court

20 Submitted by:

21 Andrew H. Wilson
22 WILSON, RYAN & CAMPILONGO

23 BOWLES & MOXON

24
25 By: 
26 Laurie J. Bartilson

27 Attorneys for Plaintiff
28 CHURCH OF SCIENTOLOGY
INTERNATIONAL

1 APPROVED AS 1 FORM:

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

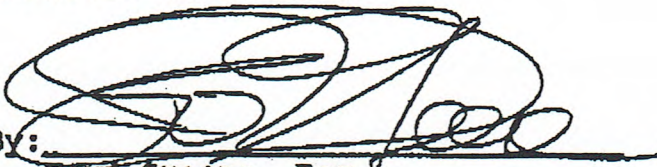
24

25

26

27

28

By: 
 Ford Greene, Esq.
 HUB LAW OFFICES
 Attorney for Defendants
 GERALD ARMSTRONG and THE GERALD
 ARMSTRONG CORPORATION

By: _____
 Michael Walton, Esq.
 Pro Se

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of California, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Boulevard, Suite 2000, Hollywood, CA 90028.

On March 28, 1995, I served the foregoing document described as EVIDENCE IN SUPPORT OF PLAINTIFF'S MOTION FOR TERMINATING OR EVIDENTIARY SANCTIONS AGAINST DEFENDANT GERALD ARMSTRONG on interested parties in this action,

[] by placing the true copies thereof in sealed envelopes as stated on the attached mailing list;

[X] by placing [] the original [X] true copies thereof in sealed envelopes addressed as follows:

GERALD ARMSTRONG
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960-1949

MICHAEL WALTON
700 Larkspur Landing Circle
Suite 120
Larkspur, CA 94939

[X] BY MAIL

[] *I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

[X] As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

Executed on March 28, 1995 at Los Angeles, California.

[] **(BY PERSONAL SERVICE) I delivered such envelopes by hand to the offices of the addressees.

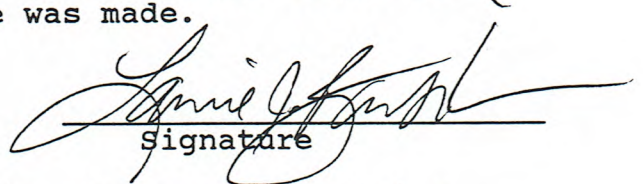
Executed on _____, at Los Angeles, California.

[X] (State) I declare under penalty of the laws of the State of California that the above is true and correct.

[] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Laurie J. Bartilson

Print or Type Name


Signature

* (By Mail, signature must be of person depositing envelope in mail slot, box or bag)

** (For personal service signature must be that of messenger)